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इस भाग में बिना पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 20 अप्रैल, 1983

का० आ० 2046.—केन्द्रीय सरकार दण्ड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के गृह मंत्रालय (कार्मिक और प्रशासनिक सुधार विभाग) की अधिसूचना सं० का० नि० 1717, तारीख 29 मई 1978 को रद्द करती है।

[संख्या 225/26/78-ए० वी० डी०-II]

MINISTRY OF HOME AFFAIRS

(Department of Personnel & Administrative Reforms)

New Delhi, the 20th April, 1983

S.O. 2046.—In exercise of the powers conferred by sub-sections (8) of Section 24 of the Code of Criminal Procedure 1973 (2 of 1974), the Central Government hereby

cancels the Notification of the Government of India in the Ministry of Home Affairs (Department of Personnel and Administrative Reforms), No. S.R. 1717 dated the 29th May, 1978.

[No. 225/26/78-AVD.II]

आदेश

का० आ० 2047.—दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार बिहार सरकार की सहमति से भारतीय दंड संहिता, 1860 (1860 का 45) की धारा 201, धारा 302, धारा 364 के साथ पठित धारा 120-ख के अधीन दण्डनीय अपराधों के और उक्त अपराधों के संबंध में या उनसे संबंधित प्रयत्नों, दृष्टिकोणों और पद्धतियों के तथा बिहार राज्य में धनबाद जी० आर० पुलिस थाने के मामला सं० 44 (5)/82 के संबंध में वैसे ही तथ्यों से उत्पन्न होने वाले वैसे ही संबंधित मामलों

के अनुक्रम में किये गए किराँत अन्य अपराध के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना व गदरियों का शक्तिमयी और अधिकारिता का विस्तारण संपूर्ण बिहार राज्य पर करती है।

[संख्या 228/9/82-ए० बी० डी०- II]

ए० कौ० वर्मा, अवग सचिव

#### ORDER

**S.O. 2047.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the Government of Bihar hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Bihar for the investigation of offences punishable under section 120-B read with section 201, section 302 and section 364 of the Indian Penal Code, 1860 (45 of 1860) and attempts, abetments and conspiracies in relation to or in connection with, the said offences and any other offence committed in the course of the same transaction arising out of the same facts in regard to the case No. 44(5)/82 of Dhanbad G.R. Police Station in the State of Bihar.

[No. 228/9/82-AVD.II]

H. K. VERMA, Under Secy.

#### चित्त मंत्रालय

#### (राजस्व विभाग)

नई दिल्ली, 22 अप्रैल, 1983

का० प्रा० 2048.—राष्ट्रपति केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण और अपील) नियम 1965 के नियम 34 के साथ पठित नियम 9 के उपनियम (2) नियम 12 के उपनियम (2) के खंड (ख) और नियम 24 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के चित्त मंत्रालय (राजस्व विभाग) को अधिसूचना सं० का० नि० आ० 612, तारीख 28 फरवरी 1957 का निम्नलिखित और संशोधन करने हैं, अर्थात्,

उक्त अधिसूचना की अनुसूची में:-

(1) भाग 2—में माधारण केन्द्रीय सेवा समूह "ग"

(क) "केन्द्रीय उत्पाद शुल्क विभाग" शीर्षक के नीचे

(1) "अनुसूचीय" उप शीर्षक के नीचे विद्यमान प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी अर्थात्:—

| पद का विवरण                                | नियुक्ति प्राधिकारी   | शास्ति अधिरोपित करने के लिए सक्षम प्राधिकारी और शास्तियां जो वह अधिरोपित कर सकता है (नियम 11 में मद्य संस्थाओं के संदर्भ में) | शास्ति अपील प्राधिकारी |   |
|--|---|---|------------------------|---|
| 1  | 2   | 3   | 4                      | 5   |
| रसायन सहायक प्रयोगशाला परिचर               | मुख्य रसायनज्ञ  | मुख्य रसायनज्ञ  | सभी                    | मुख्य सतर्कता अधिकारी, केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड |
|  |   | रसायन परीक्षक प्रयोगशाला भारसाधक  | (i) से (iv)            | मुख्य रसायनज्ञ  |
| सभी अन्य पद                                | केन्द्रीय उत्पाद शुल्क, उपकलक्टर (कार्मिक और स्थापन का भारसाधक) | केन्द्रीय उत्पाद शुल्क, उपकलक्टर (कार्मिक और स्थापन का भारसाधक)   | सभी                    | केन्द्रीय उत्पाद शुल्क, कलक्टर                                    |
|  |   | सहायक कलक्टर प्रभाग भार-साधक उन व्यक्तियों की बाबत जो उसके अधीन सेवा कर रहे हैं   | (i) से (iv)            | केन्द्रीय उत्पाद शुल्क, कलक्टर                                    |
| (ii) "अनुसूचिवीय" उप शीर्षक के नीचे सभी पद | केन्द्रीय उत्पाद शुल्क उपकलक्टर (कार्मिक और स्थापन का भारसाधक)  | केन्द्रीय उत्पाद शुल्क, उपकलक्टर (कार्मिक और स्थापन का भारसाधक)   | सभी                    | केन्द्रीय उत्पाद शुल्क कलक्टर                                     |

(ii) "अनुसूचीय" उप शीर्षक के नीचे प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी, अर्थात्:—

| 1  | 2  | 3  | 4           | 5   |
|--|--|--|-------------|---|
|  |  | सहायक कलक्टर प्रभाग भार-<br>साधक उन व्यक्तियों की<br>बाबत जो उसके अधीन<br>कार्य कर रहे हैं       | (i) से (iv) | केन्द्रीय उत्पाद शुल्क कलक्टर                                       |
| (ख) "सीमा शुल्क विभाग" शीर्षक के नीचे  |  |  |             |   |
| (i) "अनुसूचिकीय" उन शीर्षक के नीचे विद्यमान प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएगी, अर्थात्:-- |  |  |             |   |
| रसायन सहायक मुख्य रसायनज्ञ प्रयोगशाला परिचर  | मुख्य रसायनज्ञ                                     | सभी  |             | मुख्य सतर्कता अधिकारी, केन्द्रीय उत्पाद शुल्क और सीमा शुल्क बोर्ड । |
|  | रसायन परीक्षक प्रयोगशाला भारसाधक                   | (i) से (iv)  |             | सीमा शुल्क बोर्ड मुख्य रसायनज्ञ                                     |
| सभी अन्य पद  | सीमा शुल्क उपकलक्टर (कार्मिक और स्थापन का भारसाधक) | सीमा शुल्क उपकलक्टर, (कार्मिक और स्थापन का भारसाधक)  | सभी         | कलक्टर सीमा शुल्क   |
|  |  | सीमा शुल्क अपर कलक्टर, गोवा/विशाखापट्टनम जो उन व्यक्तियों की बाबत जो उसके अधीन सेवा कर रहे हैं । | सभी         | सीमा शुल्क कलक्टर मुम्बई/मद्रास                                     |
|  |  | सीमाशुल्क सहायक कलक्टर उन व्यक्तियों की बाबत जो उसके अधीन सेवा कर रहे हैं ।                      | (1) से (4)  | सीमा शुल्क कलक्टर   |

(ii) "अनुसूचिकीय" उपशीर्षक के नीचे विद्यमान प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएगी, अर्थात्:--

| 1      | 2  | 3  | 4           | 5  |
|--------|--|--|-------------|--|
| सभी पद | सीमाशुल्क उप कलक्टर (कार्मिक और स्थापन का भारसाधक) | सीमा-शुल्क उप कलक्टर (कार्मिक और स्थापन का भारसाधक)  | सभी         | सीमा-शुल्क, कलक्टर                       |
|        |  | सीमा-शुल्क अपर कलक्टर गोवा विशाखापट्टनम उन व्यक्तियों की बाबत जो उसके अधीन सेवा कर रहे हैं । | सभी         | सीमा शुल्क कलक्टर, त्रमश. मुम्बई विद्युत |
|        |  | सीमा-शुल्क सहायक कलक्टर उन व्यक्तियों की बाबत जो उसके अधीन सेवा कर रहे हैं ।                 | (i) से (iv) | सीमा-शुल्क कलक्टर                        |

(2) भाग iii साधारण केन्द्रीय सेवा समूह "घ" में

(क) "केन्द्रीय उत्पाद-शुल्क विभाग" शीर्षक के नीचे विद्यमान प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएगी, अर्थात्:--

| 1      | 2  | 3   | 4           | 5                             |
|--------|--|---|-------------|-------------------------------|
| सभी पद | सीमाशुल्क उप कलक्टर (कार्मिक और स्थापन का भारसाधक) | केन्द्रीय उत्पाद शुल्क उप कलक्टर (कार्मिक और स्थापन का भारसाधक)                   | सभी         | केन्द्रीय उत्पाद शुल्क कलक्टर |
|        |  | सहायक कलक्टर प्रभाग भारसाधक, उन व्यक्तियों की बाबत जो उसके अधीन सेवा कर रहे हैं । | (i) से (iv) | केन्द्रीय उत्पाद शुल्क कलक्टर |

(ख) 'सीमा-शुल्क विभाग' शीर्षक के नीचे विद्यमान प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी, अर्थात्:—

| 1      | 2   | 3   | 4   | 5                                      |
|--------|---|---|-----|--|
| सभी पद | सीमा शुल्क उप-कलक्टर (कार्मिक और स्थापन का भारसाधक) | सीमा-शुल्क उउ कलक्टर (कार्मिक और स्थापन का भारसाधक)   | सभी | सीमा-शुल्क कलक्टर                      |
|        |   | सीमा-शुल्क अपर कलक्टर गोवा/सभी विशाखापट्टनम में उन व्यक्तियों की बाबत जो उसके अधीन सेवा कर रहे हैं। |     | सीमा-शुल्क कलक्टर क्रमशः मुम्बई/मद्रास |
|        |   | सीमा-शुल्क सहायक कलक्टर (i) से (iv) उन व्यक्तियों की बाबत जो उसके अधीन सेवा कर रहे हैं।             |     | सीमा शुल्क कलक्टर                      |

[फा० सं० सी० 11016/10/83- प्रशा०-5]

आर० के० गंगर, अवर सचिव

**MINISTRY OF FINANCE**  
(Department of Revenue)

New Delhi, 2nd April, 1983

S.O. 2048—In exercise of the powers conferred by sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 read with rule 34 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, the President hereby makes the following further amendments in the notification of the Government of India in the Ministry of Finance

(Department of Revenue) S.R.O. No. 612, dated the 28th February, 1957, namely:—

In the schedule to the said Notification:—

(1) in part II—General Service Central Group 'C'—

(a) under the heading "Central Excise Department".

(i) for the existing entries under the sub-heading "Non-ministerial" the following entries shall be substituted, namely:—

| Description of post                        | Appointing Authority   | Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in rule 11.) | Appellate Authority   |
|--|--|--|---|
| 1  | 2  | Authority  | Penalties   |
| Chemical Assistant/<br>Laboratory Attender | Chief Chemist  | Chief Chemist  | All   |
|  |  | Chemical Examiner<br>in-charge of Laboratory   | (i) to (iv) Chief Vigilance Officer,<br>Central Board of Excise<br>and Customs<br>Chief Chemist |
| All other Posts                            | Deputy Collector of<br>Central Excise<br>(in-charge of personnel<br>& establishment) | Deputy Collector of<br>Central Excise<br>(in-charge of personnel<br>and establishment)                                 | All   |
|  |  | Assistant Collector<br>in-charge of Division<br>in respect of persons<br>serving under him                             | (i) to<br>(iv) Collector of Central<br>Excise<br>Collector of Central<br>Excise                 |

(ii) for the existing entries under the sub-heading "Ministerial", the following entries shall be substituted, namely:—

| 1         | 2   | 3  | 4                  | 5  |
|-----------|---|--|--------------------|--|
| All Posts | Deputy Collector of Central Excise (in-charge of personnel and establishment) | Deputy Collector of Central Excise (in-charge of personnel and establishment)<br>Assistant Collector in-charge of Division in respect of persons serving under him | All<br>(i) to (iv) | Collector of Central Excise.<br>Collector of Central Excise. |

(b) under the heading "Customs Department".

(i) for the existing entries under the sub-heading "Non-Ministerial", the following entries shall be substituted, namely:—

| 1  | 2  | 3  | 4                             | 5   |
|--|--|--|-------------------------------|---|
| Chemical Assistant/<br>Laboratory Attender | Chief Chemist  | Chief Chemist<br><br>Chemical Examiner in-charge of Laboratory   | All<br>(i) to (iv)            | Chief Vigilance Officer, Central Board of Excise and Customs.<br>Chief Chemist                    |
| All other Posts                            | Deputy Collector of Customs (in-charge of personnel and establishment) | Deputy Collector of Customs (in-charge of personnel and establishment)<br>Additional Collector of Customs, Goa/Visakhapatnam in respect of persons serving under him.<br>Assistant Collector of Customs in respect of persons serving under him. | All<br><br>All<br>(i) to (iv) | Collector of Customs<br>Collector of Customs, Bombay/Madras respectively.<br>Collector of Customs |

(ii) for the existing entries under the sub-heading "Ministerial", the following entries shall be substituted, namely:—

| 1         | 2   | 3   | 4                             | 5   |
|-----------|---|---|-------------------------------|---|
| All posts | Deputy Collector of Customs. (in-charge of personnel and establishment) | Deputy Collector of Customs (in-charge of personnel and establishment)<br>Additional Collector of Customs, Goa/Visakhapatnam in respect of persons serving under him.<br>Assistant Collector of Customs in respect of persons serving under him | All<br><br>All<br>(i) to (iv) | Collector of Customs.<br>Collector of Customs, Bombay/Madras respectively.<br>Collector of Customs. |

(2) in part III General Central Services Group 'D'

(a) for the existing entries under the heading "Central Excise Department", the following entries shall be substituted, namely :—

| 1         | 2   | 3  | 4                  | 5  |
|-----------|---|--|--------------------|--|
| All Posts | Deputy Collector of Central Excise (in-charge of personnel and establishment) | Deputy Collector of Central Excise (in-charge of personnel establishment)<br>Assistant Collector in-charge of the Division, in respect of persons serving under him. | All<br>(i) to (iv) | Collector of Central Excise<br>Collector of Central Excise |

(b) for the existing entries under the heading "Customs Department," the following entries shall be substituted, namely :—

| 1         | 2  | 3  | 4                  | 5  |
|-----------|--|--|--------------------|--|
| All Posts | Deputy Collector of Customs (in-charge of personnel and establishment) | Deputy Collector of Customs (in-charge of personnel and establishment)<br>Additional Collector of Customs, Goa/Vishakapatnam in respect of persons serving under him.<br>Assistant Collector of Customs in respect of persons serving under him. | All<br>(i) to (iv) | Collector of Customs.<br>Collector of Customs, Bombay/Madras respectively<br>Collector of Customs. |

[F. No. C.11016/10/83-Ad. V]  
R. K. GANGAR, Under Secy.

NOTE:—The Following Notifications have been issued according S.R.O. 612 dated 28-2-1957.

| Sl. No.         | Date      |
|-----------------|-----------|
| 1. S.R.O. 1462  | 26-7-1958 |
| 2. S.O. 1802    | 6-9-1958  |
| 3. S.O. 105     | 1-1-1964  |
| 4. S.O. 3368    | 19-9-1964 |
| 5. S.O. 764     | 12-3-1956 |
| 6. S.O. 705     | 4-3-1967  |
| 7. S.O. 704     | 4-3-1967  |
| 8. S.R.O. 662   | 19-1-1972 |
| 9. S.R.O. 2594  | 17-6-1972 |
| 10. S.R.O. 2797 | 25-8-1977 |
| 11. S.R.O.      | 8-1-1982  |

नई दिल्ली 27 अप्रैल 1983

स्टाम्प

का० अ० 2049—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2)

की धारा 20 उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए।

और भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) की दिनांक 24 जनवरी, 1983 की सख्या 2/83-स्टाम्प का० सं० 33/2/83-बि०क० (सख्या का० अ० 853) को अधिकांश करते हुए, केंद्रीय सरकार नीचे दी गई सारणी के स्तम्भ (3) में, स्टाम्प शुल्क की संगणना के प्रयोजनार्थ उस सारणी के स्तम्भ (2) में संगण प्रविष्टि में विनिर्दिष्ट विदेशी मुद्रा को भारतीय मुद्रा में सम्मिश्रित करने के लिए विनिर्देश की दर निर्धारित करती है।

| सारणी    |                  |   |
|----------|------------------|---|
| क्रम सं० | विदेशी मुद्रा    | 100 रु० के समतुल्य विदेशी मुद्रा के विनिर्देश की दर |
| 1        | 2                | 3   |
| 1.       | ऑस्ट्रेलियन डॉलर | 167.40  |
| 2.       | ऑस्ट्रेलियन डॉलर | 11.325  |
| 3.       | बैंग्लियन फेक    | 472.00  |
| 4.       | कनाडियन डॉलर     | 12.50   |
| 5.       | डेनिस क्रोनर     | 84.50   |
| 6.       | दक्षिण मार्क     | 23.74   |
| 7.       | डच गिल्डर        | 26.79   |

## (मासिक कार्य विभाग)

नई दिल्ली 14 अप्रैल, 1983

| 1                     | 2 | 3      |
|-----------------------|---|--------|
| 8. फ्रेंच फ्रैंक      |   | 71.30  |
| 9. हांगकांग डॉलर      |   | 65.95  |
| 10. इतालवी लीरा       |   | 14169  |
| 11. जापानी येन        |   | 2350   |
| 12. मलेशियन डॉलर      |   | 22.59  |
| 13. नार्वेजियन क्रोनर |   | 70.80  |
| 14. पाउंड स्टर्लिंग   |   | 6.3635 |
| 15. स्वीडिश क्रोनर    |   | 73.90  |
| 16. स्विस् फ्रैंक     |   | 20.39  |
| 17. अमरीकी डॉलर       |   | 9.885  |
| 18. सिंगापुर डॉलर     |   | 29.61  |

[सं० 16/83 स्टाम्प फा० संख्या 33/2/83-बि०फ०]

भगवान दास, अवर सचिव

New Delhi, the 27th April, 1983

## STAMPS

S.O. 2049 :—In exercise of the powers conferred by sub-section (2) of section 20 of the Indian Stamp Act 1899 (2 of 1899), and in supersession of the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 2/83-Stamp F. No. 33/2/83-ST (No. S.O. 853), dated the 24th January, 1983, the Central Government hereby prescribes in column (3) of the Table below, the rate of exchange for the conversion of the foreign currency specified in the corresponding entry in column (2) thereof into the currency of India for the purpose of calculating stamp-duty.

TABLE

| Sl. No. | Foreign currency    | Rate of exchange of foreign currency equivalent to Rs. 100 |
|---------|---------------------|--|
| (1)     | (2)                 | (3)  |
| 1.      | Austrian Schillings | 167.40   |
| 2.      | Australian Dollars  | 11.325   |
| 3.      | Belgain Francs      | 472.00   |
| 4.      | Canadian Dollars    | 12.050   |
| 5.      | Danish Kroners      | 84.50  |
| 6.      | Deutsche Marks      | 23.78  |
| 7.      | Dutch Guilders      | 26.79  |
| 8.      | French Francs       | 71.30  |
| 9.      | Hong Kong Dollars   | 65.95  |
| 10.     | Italian Lire        | 14169  |
| 11.     | Japanese Yen        | 23.50  |
| 12.     | Malayasian Dollars  | 22.59  |
| 13.     | Norwegian Kroners   | 70.80  |
| 14.     | Paund Sterling      | 6.3635   |
| 15.     | Swedish Kroners     | 73.90  |
| 16.     | Swiss Francs        | 20.39  |
| 17.     | U.S.A. Dollars      | 9.885  |
| 18.     | Singapore Dollars   | 29.61  |

[No. 16/83-Stamp F. No. 33/2/83-ST]

BHAGWAN DAS, Under Secy.

का० प्रा० 2050—जीवन बीमा निगम अधिनियम 1956 (1956 का 31 वां) की धारा 4 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्द्वारा भारतीय औद्योगिक विकास बैंक के कार्यकारी निदेशक श्री एम० भार बी० पंजा और भारतीय युनिट ट्रस्ट के अध्यक्ष श्री जी० एम० पटेल को एक वर्ष की अवधि के लिए अथवा जब तक वे भारतीय औद्योगिक विकास बैंक और भारतीय युनिट ट्रस्ट में अपने अपने संबंधित पदों पर कार्य कर रहे हैं, इसमें जो भी पहले हो, भारतीय जीवन बीमा निगम के बोर्ड का सदस्य नियुक्त करती हैं।

[एफ० संख्या 124(1) इण्डोरेस IV 80)]

मदन गोपाल गुप्ता, निदेशक

निदेशक

(Department of Economic Affairs)

New Delhi, the 14th April, 1983

S.O. 2050.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956) the Central Government hereby appoints Shri M. R. B. Punja, Executive Director, Industrial Development Bank of India and Shri G. S. Patel, Chairman, Unit Trust of India as Members of the Board of Life Insurance Corporation of India for a period of one year or as long as they hold their respective posts in IDBI and UTI whichever is earlier.

[F. No. 124(1) Ins. IV/80]

M. G. GUPTA, Director

## स्टाक एक्सचेंज प्रभाग

नई दिल्ली, 28 अप्रैल, 1983

का० प्रा० 2051 प्रतिभूति संविदा (विनियमन) अधिनियम, 1956 (1956 का 42) की धारा "7क" की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पुणे स्टॉक एक्सचेंज लिमिटेड पुणे द्वारा बनाए गए पुणे स्टॉक एक्सचेंज लिमिटेड, पुणे के संगम अनुच्छेदों का निम्नलिखित अनुच्छेद 62, जिसे उस सरकार ने उपयुक्त अधिनियम की धारा "7क" की उपधारा (2) की अपेक्षा के अनुसार अनुमोदित कर दिया है केन्द्रीय सरकार द्वारा प्रकाशित किया जाता है, अर्थात् :—

"(62(क) : इसमें नीचे दिए गए प्रतिबंधों के अधीन रहते हुए, प्रत्येक सदस्य केवल एक मत दे सकेगा, चाहे मत हाथ खड़े करके दिया जाए अथवा मतदान के द्वारा दिया जाए, किन्तु मतदान की ऐसी स्थिति में जिसमें मतों की समानता रही हो, बैठक के अध्यक्ष को दूसरा (कास्टिंग) मत देने का भी हक होगा।

(ख) किन्तु किसी भी विषय के संबंध में परीक्षा के रूप में किसी को भी मतदान की अनुमति नहीं होगी चाहे मत हाथ खड़े करके दिया जाए या मतदान के द्वारा।

(ग) किसी भी ऐसे सदस्य को, जिसको निर्वासित किया गया है, निष्कासित किया गया है अथवा व्यक्तिगत रूप से धोखा दिया गया है, किसी भी बैठक में उपस्थित होने अथवा उसकी कार्यवाही में भाग लेने अथवा मतदान करने का अधिकार नहीं होगा।”

[म० एफ 1/41/एम० ड० 81]

नीतीश कुमार सेनगुप्त, संयुक्त सचिव

Stock Exchange Division

New Delhi, the 22nd April, 1983

S.O. 2051.—The following Article 62 of the Articles of Association of the Pune Stock Exchange Ltd., Pune, made by the Pune Stock Exchange Ltd., Pune, in exercise of the powers conferred by sub-section (1) of section 7A of the Securities Contracts (Regulation) Act, 1956 (42 of 1956), is published by the Central Government, the same having been approved by that Government, as required by sub-section (2) of section 7A of the said Act, namely:—

“62(a) Subject to the restriction set out herein below, every member shall have only one vote whether on a show of hands or on a poll except that in the case of a poll resulting in equal votes, the Chairman of the meeting shall have a casting vote.

(b) No vote by proxy shall be allowed either on a show of hands or on a poll in respect of any matter.

(c) No member who has been suspended expelled or declared defaulter shall be entitled to be present at a meeting or to take part in any proceedings or to vote thereat.”

[No. F. 1/41/SE/81]

N. K. SENGUPTA, It. Secy

केंद्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 18 फरवरी, 1983

आयकर

का० आ० 2052—आयकर अधिनियम 1961 (1961 का 43) की धारा 121 की उपधारा (1) द्वारा प्रत्यक्ष करियों का प्रयोग करने हुए केंद्रीय प्रत्यक्ष कर बोर्ड, दिनांक 11.7.1980 को अपनी अधिसूचना सं० 3541 का अधिलेखन करते हुए एतद्वारा दिनांक 20 जुलाई 1974की, समय समय पर संशोधित अधिसूचना सं० 679 (का० सं० 18, 2/74 आ० क० (नि० 1) की संलग्न अनुसूची में निम्नलिखित संशोधन करना है। क्र० सं० 13 तथा 13 के के मामले स्तम्भ (1), (2) तथा (3) के अन्तर्गत वर्तमान प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी:

अनुसूची

| आयकर आयकनप्रधान कार्यालय |       | क्षेत्राधिकार   |
|--------------------------|-------|---|
| 1                        | 2     | 3   |
| 13. कोचीन                | कोचीन | 1. कंपनी परिमंडल, एर्णाकुलम<br>2. आयकर परिमंडल, एर्णाकुलम<br>3. सर्वेक्षण परिमंडल, एर्णाकुलम<br>4. विशेष परिमंडल, एर्णाकुलम<br>5. बेतल परिमंडल, एर्णाकुलम<br>6. आयकर परिमंडल, मट्टनचेरी<br>7. आयकर परिमंडल, ऐलवाय<br>8. आयकर सपरिमंडल, त्रिपूर<br>9. आयकर परिमंडल, पालघाट |

| 1   | 2            | 3  |
|-----|--------------|--|
|     |              | 10. आयकर परिमंडल, कालीकट<br>11. आयकर परिमंडल II, कालीकट<br>12. आयकर परिमंडल, कस्तोर<br>13. आयकर परिमंडल कासारगोड<br>14. आयकर तथा सम्पदा शुल्क परिमंडल, एर्णाकुलम<br>15. आयकर तथा सम्पदा शुल्क परिमंडल, त्रिचूर         |
| 13क | त्रिवेन्द्रम | त्रिवेन्द्रम   |
|     |              | 1. आयकर परिमंडल, त्रिवेन्द्रम<br>2. बेतल परिमंडल, त्रिवेन्द्रम<br>3. आयकर परिमंडल, त्रिवलीन<br>4. आयकर परिमंडल, अलैप्पी<br>5. आयकर परिमंडल, तिरुवनला<br>6. आयकर परिमंडल, कोट्टायम<br>7. सर्वेक्षण परिमंडल-11 एर्णाकुलम |

यह अधिसूचना 2 अगस्त, 1982 से प्रभावी होगी।

[म० 5094 (फा० सं० 189/5/81-अ० क० (नि०-17)]

मिलाप जैन अवर सचिव

## CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 18th February, 1983

(INCOME-TAX)

S.O.2052 :—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961) the Central Board of Direct Taxes in supersession of its notification No. 3541 dated 11-7-1980 hereby makes the following amendments to the Schedule appended to its notification No. 679 (F. No. 187/2/74-II(AI) dated 20th July, 1974 as amended from time to time. The existing entries under Column (1)(2), and (3) against Sl. No. 13 and 13-A shall be substituted by the following entries.

## SCHEDULE

| Commissioner of Incometax | Head-quarters | Jurisdiction   |
|---------------------------|---------------|--|
| 1                         | 2             | 3  |
| 13 Cochin                 | Cochin        | 1. Companies Circle, Ernakulam.<br>2. Income -tax Circle, Ernakulam.<br>3. Survey Circle-I, Ernakulam.<br>4. Special Circle, Ernakulam.<br>5. Salary Circle, Ernakulam.<br>6. Income -tax Circle, Mattancherry.<br>7. Income-tax Circle, Alwaye. |



| 1              | 2   | 3 |
|----------------|---|---|
|                | 8. Income-tax Circle, Trichur.                      |   |
|                | 9. Income-tax Circle, Palghat.                      |   |
|                | 10. Income-tax Circle-I, Calicut.                   |   |
|                | 11. Income-tax Circle-II, Calicut.                  |   |
|                | 12. Income-tax Circle, Cannanore.                   |   |
|                | 13. Income-tax Circle, Kasargod.                    |   |
|                | 14. Income-tax -cum- Estate Duty Circle, Ernakulam. |   |
|                | 15. Income-tax-cum- Estate Duty Circle, Trichur.    |   |
| 13A Trivandrum | 1. Income-tax Circle, Trivandrum.                   |   |
|                | 2. Salary Circle, Trivandrum.                       |   |
|                | 3. Income-tax Circle, Quilon.                       |   |
|                | 4. Income-tax Circle, Alleppey.                     |   |
|                | 5. Income-tax Circle, Thiruvalla.                   |   |
|                | 6. Income-tax Circle, Kottayam.                     |   |
|                | 7. Survey Circle-II, Ernakulam.                     |   |

This notification shall take effect from 2nd August, 1982.

[No. 5094/F. No. 189/5/81-IT(AI)]

MILAP JAIN, Under Secy.

**ऊर्जा मंत्रालय  
(कोयला विभाग)**

नई दिल्ली, 31 मार्च, 1983

का० प्रा० 2053.-केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (II), तारीख 20 मार्च, 1982 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं० का० प्रा० 1192, तारीख 8 मार्च, 1982 द्वारा उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र में भूमि का अर्जन करने के अपने आशय की सूचना दी थी ;

99 GI/83-2

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 8 के अनुसरण में अपनी रिपोर्ट केन्द्रीय सरकार को दे दी है ;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने और बिहार सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि --

(क) इससे संलग्न अनुसूची "क" में वर्णित उप-ब्लाक I क में 45.00 एकड़ (लगभग) या 18.21 हैक्टर (लगभग) उप-ब्लाक I ख में 5.00 एकड़ (लगभग) या 2.02 हैक्टर (लगभग) उप-ब्लाक II क में 472.00 एकड़ (लगभग) या 191.00 हैक्टर (लगभग) उप-ब्लाक III क में 805.00 एकड़ (लगभग) या 244.82 हैक्टर (लगभग), उप-ब्लाक IV में 430.00 एकड़ (लगभग) या 174.01 हैक्टर (लगभग) उप-ब्लाक V में 40.00 एकड़ (लगभग) या 16.19 हैक्टर (लगभग) और उप-ब्लाक VI में 1985.00 एकड़ (लगभग) या 803.29 हैक्टर (लगभग) माप की भूमि ; और

(ख) इससे संलग्न अनुसूची "ख" में वर्णित उप-ब्लाक II ख में 8.00 एकड़ (लगभग) या 3.24 हैक्टर (लगभग) और उप-ब्लाक 3 ख में 20.00 एकड़ (लगभग) या 8.09 हैक्टर (लगभग) माप की भूमि में खनिजों के खनन, खदान बोर करने, उनकी खुदाई करने और उन्हें तलाश करने, उन्हें प्राप्त करने उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन किया जाना चाहिए ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त अनुसूची "क" में वर्णित 3582.00 एकड़ (लगभग) या 1449.54 हैक्टर (लगभग) माप की भूमि और उक्त अनुसूची "ख" में वर्णित 28.00 एकड़ (लगभग) या 11.33 हैक्टर (लगभग) माप की भूमि में खनिजों के खनन, खदान बोर करने, उनकी खुदाई करने और उन्हें तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन किया जाता है ;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण उपायुक्त मिरीडीह (बिहार) के कार्यालय में या कोयला नियंत्रक 1-कार्लमिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या सेन्ट्रल कोलफील्ड्स लिमिटेड (राजस्व अनु-भाग) दरभंगा हाउस, गंजी (बिहार) के कार्यालय में किया जा सकता है ।

## अनुसूची

## कर्गली विस्तार

उपब्लाक—I, II, III, IV, V और VI पूर्वी बोकारो कोयला क्षेत्र  
जिला—हजारी बाग और गिरिडीह (बिहार)

ड्राइंग सं० राजस्व 35/82

तारीख 3-5-82

(जिनमें अर्जित की गई भूमि वर्णित की गई है)

उपब्लाक I/क सभी अधिकार

## अनुसूची—“क”

| क्रम सं० | ग्राम  | थाना          | थाना सं० | जिला    | क्षेत्र<br>(एकड़ों में) | टिप्पणियां |
|----------|--------|---------------|----------|---------|-------------------------|------------|
| 1.       | बेरमो  | नवडीह (बेरमो) | 18       | गिरिडीह | 25.00                   | भाग        |
| 2.       | जरिडीह | नवडीह (बेरमो) | 19       | गिरिडीह | 20.00                   | भाग        |

कुल क्षेत्र 45.00 एकड़ (लगभग)

या 18.21 हेक्टर (लगभग)

बेरमो ग्राम में अर्जित किए गए प्लॉट संख्यांक :—

216 (भाग) 217 से 220, 221 (भाग), 222 (भाग),  
223, 224 (भाग) 225, 226, 227 (भाग), 228 (भाग),  
और 230 (भाग)

जरिडीह ग्राम में अर्जित किए गए प्लॉट संख्यांक

21 (भाग) 22 (भाग), 23 24 25 26 (भाग),  
27 (भाग), 252 (भाग), 256 (भाग) 257 से 265,  
266 (भाग) 268 (भाग), 269 (भाग), 270 से 277,  
278 (भाग), 279 280 (भाग) 281 (भाग), 283  
(भाग) 284, 285 286, 267 (भाग), 288 (भाग),  
289, 290 (भाग), 327 (भाग), 655 (भाग), 636  
(भाग) 657, 658 (भाग), 672 (भाग) 673 674  
(भाग), 675 676 677 (भाग)

सीमा-वर्णन :—693 (भाग) 694, 695 (भाग), 697  
(भाग) 698 (भाग), 699 (भाग), 700  
(भाग) 701 (भाग), 705 और 721  
(भाग)

क—ख रेखा बेरमो ग्राम में प्लॉट संख्यांक 221 से  
होकर जाती है और बिन्दु “ख” पर मिलती  
है।

ख—ग—घ—ङ रेखाएं बेरमो ग्राम में प्लॉट संख्यांक 221

और 216 से होकर जरिडीह ग्राम में प्लॉट  
संख्यांक 25, 21, 22, 26, 27, 26,  
256, 252, 266, 269 268 327,  
280, 278, 281, 283, 290, 693,  
700 677, 672, 658, 655 से होकर  
जाती है (जो वर्तमान रेल अर्जित सीमा के  
साथ सम्मिलित सीमा बनाती है) और  
बिन्दु “ङ” पर मिलती है।

ङ—च

रेखा जरिडीह ग्राम के प्लॉट संख्यांक 656  
और 721 से होकर जाती है (जो बोकारो  
कोयला क्षेत्र के साथ सम्मिलित सीमा बनाती  
है) और बिन्दु “च” पर मिलती है।

च—क

रेखा जरिडीह ग्राम के प्लॉट संख्यांक 720 की  
दक्षिणी सीमा के साथ-साथ होती हुई प्लॉट  
संख्यांक 672 674 701, 699, 698,  
697, 695, 290, 288 287 से होती हुई  
फिर बेरमो ग्राम के प्लॉट संख्यांक 228,  
227, 230, 224, 222, 230 और 221  
से होकर जाती है (जो कोयला अधिनियम की  
धारा 9(1) के अधीन अर्जित कारो ब्लॉक  
के उप-ब्लाक ‘क’ के साथ सम्मिलित सीमा  
बनाती है) और आरम्भिक बिन्दु “क” पर  
मिलती है।

उप-ब्लाक I/ख सभी अधिकार

## अनुसूची “क”

| क्रम सं० | ग्राम  | थाना             | थाना सं० | जिला    | क्षेत्र<br>(एकड़ों में) | टिप्पणियां |
|----------|--------|------------------|----------|---------|-------------------------|------------|
| 1.       | बेरमो  | नवडीह<br>(बेरमो) | 18       | गिरिडीह | 1.90                    | भाग        |
| 2.       | जरिडीह | ”                | 19       | ”       | 3.10                    | भाग        |

कुल क्षेत्र 5.00 एकड़ (लगभग)

या 2.02 हेक्टर (लगभग)

बेरमो ग्राम में अर्जित किए गए प्लॉट संख्यांक :—

208 (भाग), 209, 210 (भाग) और 211 (भाग)  
जरिडीह ग्राम में अर्जित किए गए प्लॉट संख्यांक

1 से 4, 8 (भाग), 9 (भाग), 10, 11, 12 (भाग),  
13 (भाग), और 26 (भाग)

सीमा वर्णन :

छ-ज रेखा कुनार नदी के भागतः दक्षिणी किनारे के साथ-साथ जाती है और बिन्दु "ज" पर मिलती है।

ज-झ-झा रेखाएं जरिडीह ग्राम के प्लॉट संख्यांक 6 की भागतः उत्तरी सीमा के साथ-साथ होती हुई

झ-छ

प्लॉट संख्यांक 8, 9, 12 और 13 में होकर जाती है (जो वर्तमान रेल अर्जित सीमा के साथ सम्मिलित सीमा बनाती है) और बिन्दु "अ" पर मिलती है।

रेखा जरिडीह ग्राम के प्लॉट संख्यांक 13 और 26 से होकर बेरमो ग्राम के प्लॉट संख्यांक 210, 211 और 208 में होकर जाती है (जो वर्तमान रेल सीमा के साथ सम्मिलित सीमा बनाती है) और आरम्भिक बिन्दु "छ" पर मिलती है।

उप-ब्लाक II/क सभी अधिकार

अनुसूची "क"

| क्रम सं० | ग्राम | थाना              | थाना सं० | जिला   | क्षेत्र<br>(एकड़ों में) | टिप्पणियां |
|----------|-------|-------------------|----------|--------|-------------------------|------------|
| 1.       | फुसरो | नंखडोह<br>(बेरमो) | 67       | गिरडीह | 324.50                  | भाग        |
| 2.       | धोरही | "                 | 69       | "      | 147.50                  | भाग        |

कुल क्षेत्र 472.00 एकड़ (लगभग)

या 191.00 हेक्टर (लगभग)

फुसरो ग्राम में अर्जित किए गए प्लॉट संख्यांक :

61 (भाग), 67 से 74, 75 (भाग), 76 (भाग),  
77 से 80, 81 (भाग), 82 (भाग), 83 (भाग), 419  
(भाग), 422 (भाग), 425 (भाग), 426  
(भाग), 427, 428 (भाग), 429 (भाग), 431  
(भाग), 433 (भाग), 434 से 445, 446 (भाग),  
447, 448, 449, 450 (भाग), 453 (भाग), 454 से  
464, 465 (भाग), 466 (भाग), 467 (भाग), 468  
(भाग), 473 (भाग), 477 (भाग), 478 से 483,  
484 (भाग), 485 (भाग), 487 (भाग), 488, 489  
(भाग), 555, 556 (भाग), 557 (भाग), 558 (भाग),  
559, 560, 561 (भाग), 562 से 594, 603 (भाग),  
604, 605, 610 (भाग), 612 से 615, 644 (भाग),  
645, 646 (भाग), 648 से 668, 669 (भाग), 670,  
671 (भाग), 704 (भाग), 705 से 724, 725 (भाग),  
726 (भाग), 727 (भाग), 728 (भाग), 760 से 790,  
792 से 798, 811 (भाग), 812 (भाग) और 813

धोरही ग्राम में अर्जित किए गए प्लॉट संख्यांक

353 (भाग) और 940 (भाग), 1319, 1344 से  
1348, 1349 (भाग) और 1350 से 1389।

सीमा वर्णन :—

क-ख रेखा फुसरो ग्राम में प्लॉट संख्यांक 82, 61,  
811, 603, 811, 610, 811, 644

ख-ग

811, 644, 646, 811, 646, 811,  
812, 671, 669, 704, 726, 727,  
725, 728, और 812 से होकर जाती है  
(जो चल कर ब्लाक विस्तार उप-ब्लाक II  
की भागतः सम्मिलित सीमा बनाती है) और  
बिन्दु "ख" पर मिलती है।

रेखा फुसरो और धोरही ग्राम की दामोदर  
नदी के भागतः बाएं किनारे के साथ-साथ  
जाती है और बिन्दु "ग" पर मिलती है।

ग-घ

रेखा धोरही ग्राम के प्लॉट संख्यांक 1349  
और प्लॉट संख्यांक 1312 की भागतः  
पश्चिमी सीमा से होकर प्लॉट संख्यांक 1319  
की दक्षिणी सीमा के साथ-साथ प्लॉट संख्यांक  
1318 की उत्तरी सीमा के साथ-साथ और  
प्लॉट संख्यांक 940 और 1308 की सम्मि-  
लित सीमा के साथ-साथ होकर तथा प्लॉट  
संख्यांक 940 और 353 से होकर जाती  
है (जो कोयला अधिनियम की धारा 9(1)  
के अधीन अर्जित धोरही ब्लाक की भागतः  
सम्मिलित सीमा बनाती है) और  
बिन्दु "घ" पर मिलती है।

|     |  |     |   |
|-----|--|-----|---|
| घ-ड | रेखा धोरही ग्राम के प्लॉट संख्यांक 353 से होकर जाती है (जो धोरही ग्राम कोयला-क्षेत्र की भागतः सतही अधिकारी सीमा बनाती है) और बिंदु "ड" पर मिलती है।        | च-क | रेखा फुसरो ग्राम के प्लॉट संख्यांक 561, 556, 561, 557, 558, 446, 489, 487, 485, 473, 484, 477, 465, 466, 467, 468, 453, 450, 446, 433, 431, 428, 429, 426, 419, 422, 425, 83, 75, 76, 83, 81 और 82 से होकर जाती है (जो कर्गली कोयला क्षेत्र के साथ भागतः सम्मिलित सीमा बनाती है) और आरंभिक बिंदु "क" पर मिलती है। |
| ड-च | रेखा फुसरो और धोरही ग्राम की भागतः सम्मिलित सीमा के साथ-साथ जाती है (जो धोरही कोयला क्षेत्र की भागतः सतही अधिकारी सीमा बनाती है) और बिंदु "च" पर मिलती है। |     |   |

उप-ब्लाक II/ख खनन अधिकार  
अनुसूची "ख"

| क्रम सं० | ग्राम | मथाना            | थाना सं० | जिला    | क्षेत्र<br>(एकड़ों में) | टिप्पणियां |
|----------|-------|------------------|----------|---------|-------------------------|------------|
| 1.       | धोरही | नवडीह<br>(बेरमो) | 68       | गिरिडीह | 8.00                    | भाग        |

कुल क्षेत्र 8.00 एकड़ (लगभग)

या 3.24 हेक्टर (लगभग)

धोरही ग्राम से अर्जित किए गए प्लॉट संख्यांक :—  
352 (भाग) और 353 (भाग)

सीमा वर्णन :

घ-ड रेखा फुसरो और धोरही ग्राम की भागतः सम्मिलित सीमा के साथ-साथ जाती है (जो उपब्लाक II/क के साथ सम्मिलित सीमा बनाती है) और बिंदु "ड" पर मिलती है।

ड-च रेखा धोरही ग्राम के प्लॉट संख्यांक 353 से होकर जाती है (जो उप-ब्लाक II/क के साथ सम्मिलित सीमा बनाती है) और बिंदु "च" पर मिलती है।

घ-छ रेखा धोरही ग्राम के प्लॉट संख्यांक 353 से होकर प्लॉट संख्यांक 352 की भागतः पूर्वी सामा के साथ-साथ जाती है (जो कोयला अधिनियम की धारा 9(1) के अधीन अर्जित धोरही ब्लाक की भागतः सम्मिलित सीमा बनाती है) और बिंदु "छ" पर मिलती है।

छ-च रेखा धोरही ग्राम के प्लॉट संख्यांक 352 और 353 से होकर जाती है (जो कर्गली कोयलाक्षेत्र की भागतः सम्मिलित सीमा बनाती है) और आरंभिक बिंदु "क" पर मिलती है।

उप-ब्लाक III/क सभी अधिकार

अनुसूची "क"

| क्रम सं० | ग्राम | थाना             | थाना सं० | जिला    | क्षेत्र<br>(एकड़ों में) | टिप्पणियां |
|----------|-------|------------------|----------|---------|-------------------------|------------|
| 1.       | धोरही | नवडीह<br>(बेरमो) | 69       | गिरिडीह | 605.00                  | भाग        |

कुल क्षेत्र 605.00 एकड़ (लगभग)

या 244.82 हेक्टर (लगभग)

धोरही ग्राम में अजित किए गए प्लॉट संख्याक :—

353 (भाग), 672 (भाग), 699 (भाग), 700 (भाग), 701 (भाग), 702, 703 (भाग), 704 से 709, 710 (भाग), 711, 712 (भाग), 714 (भाग), 715 (भाग), 716, 717 (भाग) 729 (भाग), 762 (भाग), 765 (भाग), 766 (भाग), 767 (भाग), 769 (भाग), 792 (भाग), 793 (भाग), 794 (भाग), 795, 796 (भाग), 798 (भाग), 799 से 855, 856 (भाग), 857 (भाग) 858 (भाग), 859 से 877 878 (भाग), 879 (भाग), 880 (भाग), 881, 882 (भाग), 885 (भाग), 888 (भाग) 889 से 939, 940 (भाग), 941 से 1163, 1164 (भाग), 1165 से 1280, 1288 से 1299, 1301, 1322 से 1343, 1391 से 2024, 2025 (भाग), 2026 (भाग), 2027 (भाग), 2028 (भाग), 2096 (भाग), 2204 (भाग), 2206 (भाग); 2207 (भाग), 2208 से 2214, 2215 (भाग), 2216 से 2255, 2256 (भाग), 2257 (भाग), 2258 से 2284, 2285 (भाग), 2286 से 2290, 2291 (भाग), 2292 से 2304, 2305 (भाग), 2306 से 2308, 2309 (भाग), 2310 (भाग), 2313 (भाग), 2333 (भाग), 2381 (भाग), 2382 (भाग), 2383 (भाग), 2384 (भाग), 2406 से 2408, 2409 (भाग), 2410 से 2414, 2415 (भाग), 2416 (भाग), 2417, 2418 (भाग), 2420 (भाग), 2498 (भाग), 2499, 2500, 2501 (भाग), 2502 (भाग), 2503 (भाग), 2504 (भाग), 2505 (भाग), 2506 से 2508, 2509 (भाग), 2510, 2511 (भाग), 2521 (भाग), 3189 (भाग), 3190 (भाग), 3191 से 3206, 3208 (भाग), 3209, 3210 (भाग), 3211 से 3227, 3229 3232, 3235 3236, 3237, 3238, 3239, 3240 3241 और 3245।

सीमा वर्णन :—

क-ख रेखा धोरही ग्राम के प्लॉट संख्यांक 353 940 और प्लॉट संख्यांक 940, 1321, 1308, 1302, 1300, 1304, 1287, 1288, 1282 और 1281 की उत्तरी सीमा

प्लॉट संख्यांक 1300, 1304, 1287, 1286, 1285, 1284, 1283 और 1281 की पश्चिमी सीमा से होकर जाती है (जो कोयला अधिनियम की धारा 9(1) के अधीन अजित धोरही ब्लॉक की भागत सम्मिलित सीमा बनाती है) और बिन्दु "ख" पर मिलती है।

ख-ग रेखा धोरही ग्राम की रामोदर नदी के भागत बाएं किनारे के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है।

ग-घ रेखा धोरही ग्राम के प्लॉट संख्यांक 3189, 3208, 3189, 3210, 3189, 3390, 3189, 2333, 2285, 2291, 2313, 2309, 2305, 2310, 2381, 2382, 2383, 2384, प्लॉट संख्यांक 2406 की उत्तरी सीमा से होकर प्लॉट संख्यांक 2409, 1415, 2416, 2420, 2418, 2257, 2256, 2498, 2501, 2502, 2503, 2504, 2505, 2509, 2511, 2215, 2521, 2207, 2206, 2204, 2096, 2215, 2026, 2025, 2027, 2028, 2027, 672, 1164, 701, 700, 699, 700, 703, 710, 712, 714, 715, 717, 729, 792 793, 794, 796, 798, 769, 767, 762, 766, 765, 857, 856, 858, 878, 879, 880, 882, 885, 888 और 353

से होकर जाती है (जो धोरही कोयला क्षेत्र के साथ सम्मिलित सीमा बनाती है) और बिन्दु "घ" पर मिलती है।

घ-ङ-च-छ-क रेखा धोरही ग्राम के प्लॉट संख्यांक 353 से होकर जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

### उप-ब्लॉक III/ख-खतन अधिकार

#### अनुसूची "ख"

| क्रम सं० | ग्राम | थाना         | थाना सं० | जिला    | क्षेत्र एकड़ों में | टिप्पणियां |
|----------|-------|--------------|----------|---------|--------------------|------------|
| 1.       | धोरही | नवडीह (बरमो) | 68       | गिरिडीह | 20.00              | भाग        |

कुल क्षेत्र :— 20.00 एकड़ (लगभग)

या 8.09 हैक्टर (लगभग)

धारही ग्राम में अर्जित किए गए प्लॉट संख्याक :—  
353 (भाग), 457 (भाग) और 458 (भाग),  
460 (भाग) 582 से 586, 587 (भाग)।

सीमा वर्णन :—

ज-क रेखा धारही ग्राम के प्लॉट संख्याक 353 से होकर जाती है (जो कायला अधिनियम की धारा 9(1) के अधीन अर्जित धारही ग्लॉक की भागनः सम्मिलित सीमा बनाती है) और बिन्दु "क" पर मिलती है।

क-ख-क रेखा धारही ग्राम के प्लॉट संख्याक 353 से होकर जाती है और बिन्दु "क" पर मिलती है।

ड-झ रेखा धारही ग्राम के प्लॉट संख्याक 353, 587 353, 458, 457, 458, 460 और 353 से होकर जाती है (जो धारही कायला क्षेत्र के साथ सम्मिलित सीमा बनाती है) और बिन्दु "झ" पर मिलती है।

झ-ज रेखा धारही ग्राम के प्लॉट संख्याक 353 से होकर जाती है और आरम्भिक बिन्दु "ज" पर मिलती है।

#### उप-ब्लाक IV सभी अधिकार

##### अनुसूची "क"

| क्रम सं० | ग्राम | थाना    | थाना सं० | जिला    | क्षेत्र एकड़ों में | टिप्पणियां |
|----------|-------|---------|----------|---------|--------------------|------------|
| 1.       | चलकरी | पेटरवार | 46       | गिरिडीह | 9.50               | भाग        |
| 2.       | झुझकी | "       | 48       | "       | 420.50             | भाग        |

कुल क्षेत्र :— 430.00 एकड़ (लगभग)  
या 174.01 हैक्टर (लगभग)

चलकरी ग्राम में अर्जित किए गए प्लॉट संख्याक  
1573 (भाग), 2555, 2556 (भाग) और 4172  
(भाग)

झुझकी ग्राम में अर्जित किए गए प्लॉट संख्याक :  
1 (भाग), 2 (भाग), 3 से 15, 16 (भाग),  
20 (भाग), 21 (भाग), 22 से 28, 29  
(भाग), 30 (भाग) 48 (भाग), 49 से  
56, 57 (भाग), 58, 59, 60 (भाग),  
61 से 91, 92 (भाग), 93 से 104,  
105 (भाग), 106 (भाग), 107 (भाग),  
108 (भाग), 115 (भाग), 116 से 148,  
149 (भाग), 150, 151, 152, 153  
(भाग), 154 (भाग), 155 से 158,  
159 (भाग), 160 (भाग), 162 (भाग),  
163 से 167, 168 (भाग), 172 (भाग),  
173 (भाग), 174 (भाग), 175 (भाग),  
176 से 251, 252 (भाग), 253 (भाग),  
255 (भाग), 257 (भाग), 260 (भाग),  
261 से 295, 296 (भाग), 297 (भाग),  
320 (भाग), 321 से 369, 370 (भाग),  
424 (भाग), 430 (भाग), 431 (भाग),  
436 (भाग), 437, 438 (भाग), 439 (भाग),  
440 (भाग), 441 से 449, 451 (भाग),  
452, 453, 454 (भाग), 459 (भाग),  
466 (भाग), 467, 468 (भाग), 469

से 524, 525 (भाग), 533 (भाग),  
534 (भाग), 535 (भाग), 536 (भाग),  
537 से 566, 567 (भाग), 568, 569,  
570, 571 (भाग), 573 (भाग), 580  
(भाग), 581 से 589, 590 (भाग),  
591, 592, 593 (भाग), 594 से 602,  
603 (भाग), 604 (भाग), 605 (भाग),  
606 से 609, 617 (भाग), 618 (भाग),  
662 (भाग), 663 (भाग), 1160 (भाग)  
1161 (भाग), 1162 (भाग), 1163  
(भाग), 1164 (भाग), और 1169 (भाग)

सीमा वर्णन :—

क-ख रेखा चलकरी ग्राम के प्लॉट संख्याक 4172 और 1573 से होती हुई झुझकी ग्राम के प्लॉट संख्याक 1, 21, 16, 21, 20, 21, 29, 30, 149, 60, 57, 48, 1160, 92, 1168, 105, 106, 107 और 108 से होकर जाती है और बिन्दु "ख" पर मिलती है।

ख-ग रेखा झुझकी ग्राम के प्लॉट संख्याक 115, 253, 252, 255, 260, 257, 297, 296, 320 1164, 1163, 603, 604, 605, 617, 618, 593, 590, 580, 573, 571, 567, 662 और 663

|     |  |     |  |
|-----|--|-----|--|
|     | से होकर जाती है और बिन्दु "ग" पर मिलती है।   | द-च | रेखा झुझको ग्राम के प्लॉट संख्यांक 440, 439, 438, 439, 436, 431, 1161, 430, 1161, 424, 370, 1160, 172, 173, 174, 175, 168, 162, 168, 160, 159, 160, 154, 153, 2 और 1 से होती हुई फिर चलकरी ग्राम के प्लॉट संख्यांक 1573, 4172, 1573, 4172 2956 और 4172 से होकर जाती है (जो कोयला अधिनियम की धारा 9(1) के अधीन अर्जित अंगवाली ब्लॉक की भागतः सम्मिलित सीमा बनाती है) और बिन्दु "घ" पर मिलती है। |
| ग-घ | रेखा झुझको ग्राम के प्लॉट संख्यांक 663, 533, 534, 535, 536, 525, 466, 468, 1162, 454, 459, 454, 451 और 454 से होकर जाती है (जो कोयला अधिनियम की धारा 9(1) के अधीन अर्जित अंगवाली ब्लॉक की भागतः सम्मिलित सीमा बनाती है) और बिन्दु "घ" पर मिलती है। |     |  |
| घ-ङ | रेखा दामोदर नदी के भागतः दाएँ किनारे के साथ-साथ जाती है और बिन्दु "ड" पर मिलती है।   |     | चलकरी ब्लॉक विस्तार की भागतः सम्मिलित सीमा बनाती है) और आरम्भिक बिन्दु "क" पर मिलती है।  |

उप-ब्लॉक V सभी अधिकार  
अनुसूची "क"

| क्र० सं० | ग्राम   | थाना    | थाना सं० | जिला    | क्षेत्र एकड़ों में | टिप्पणियाँ |
|----------|---------|---------|----------|---------|--------------------|------------|
| 1.       | अंगवाली | पेटरबार | 51       | गिरिडीह | 40.00              | भाग        |

कुल क्षेत्र :— 40.00 एकड़ (लगभग)  
या 16.19 हेक्टर (लगभग)

अंगवाली ग्राम में अर्जित किए गए प्लॉट संख्यांक :

169 (भाग), 170 (भाग), 171 से 174, 175 (भाग); 182 (भाग), 184 (भाग), 185 से 191, 192 (भाग), 194 (भाग), 195, 196 (भाग), 197, 198 (भाग) 199, 200 (भाग); 202 (भाग), 204 (भाग), 254 (भाग), 255 (भाग), 256 (भाग), 257, 258, 259, 260 (भाग), 261 से 282, 283 (भाग), 284 (भाग), 285 (भाग), 288 (भाग), 289 (भाग), 290, 291, 292 (भाग), 303 (भाग), 307 (भाग), 309 (भाग), 376 (भाग), 379 (भाग), 380 (भाग), 383 (भाग), 384 से 393, 394 (भाग), और 395 (भाग)।

पश्चिमी सीमा के साथ-साथ जाती है (जो कोयला अधिनियम की धारा 9(1) के अधीन अर्जित अंगवाली ब्लॉक की भागतः सम्मिलित सीमा बनाती है) और बिन्दु "ख" पर मिलती है।

ख-ग रेखा अंगवाली ग्राम के प्लॉट संख्यांक 204, 202, 196, 198, 200, 254, 255, 356, 309, 307, 260 307, 283, 284, 303 285, 288, 289, 292, 379, 376, 380, 383, 394 और 395 से होकर जाती है और बिन्दु "ग" पर मिलती है।

सीमा वर्णन :—

क-ख रेखा अंगवाली ग्राम के प्लॉट संख्यांक 170 169, 184, 175, 184, 182, 192, 194 से होकर प्लॉट संख्यांक 204 की

ग-घ-क रेखाएं खजो नदी के भागतः दाएँ किनारे के साथ-साथ जाती है (जो कोयला अधिनियम की धारा 9(1) के अधीन अर्जित वेद नदी की भागतः सम्मिलित सीमा बनाती है) और आरम्भिक बिन्दु "क" पर मिलती है।

उप-ब्लॉक VI सभी अधिकार  
अनुसूची "क"

| क्रम सं० | ग्राम | थाना    | थाना सं० | जिला    | क्षेत्र एकड़ों में | टिप्पणियाँ |
|----------|-------|---------|----------|---------|--------------------|------------|
| 1.       | खेरो  | पेटरबार | 50       | गिरिडीह | 400.35             | भाग        |
| 2.       | पिछरी | "       | 49       | "       | 1584.65            | "          |

कुल क्षेत्र :— 1985.00 एकड़ (लगभग)  
या 803.20 हेक्टर (लगभग)

**खेरी ग्राम में अजित किए गए प्लॉट संख्यांक**

1, 2, 3, 4, (भाग), 5, 6, 7, (भाग), 8 से 16, 17 (भाग) 18 (भाग) 20 (भाग) 26 (भाग) 45 (भाग), 46, 47 (भाग), 48 से 256, 257 (भाग), 258 (भाग), 259, 260 (भाग), 261 (भाग), 263 (भाग), 265 (भाग), 286 (भाग), 289 (भाग), 291, 293 (भाग), 294 (भाग), 295 (भाग), 300 (भाग), 301 से 305, 306 (भाग), 307 से 327, 328 (भाग) 329 (भाग) 330 (भाग) 347 (भाग), 348, 349 (भाग), 350 (भाग), 351 से 380, 381 (भाग), 383 (भाग), 463 (भाग), 540 (भाग), 541, 542 (भाग), 543 (भाग), 544, 545, 546 (भाग), 550 (भाग), 551 से 577, 578 (भाग), 579 से 584, 585 (भाग), 586 से 596, 597 (भाग), 598 (भाग), 605 और 607 ।  
पिछरी ग्राम में अजित किए गए प्लॉट संख्यांक 2 से 6, 8 से 496, 497 (भाग) 498 से 530, 531 (भाग) 532 (भाग), 554 (भाग), 571 (भाग), 572 573, 574 (भाग), 575, 576, 577 (भाग), 587 (भाग), 588 से 615, 616 (भाग), 617 (भाग), 618 (भाग) 619 (भाग), 620 (भाग), 621 (भाग), 623 (भाग); 624, 625 (भाग), 626 से 838, 839 (भाग), 840 (भाग), 841 (भाग), 842 (भाग), 843 (भाग), 844 से 847, 848 (भाग), 849 से 941, 942 (भाग) 943 से 949, 950 (भाग), 951, 952 (भाग), 955 (भाग), 956 (भाग), 957, 958, 959 (भाग), 961 (भाग), 962 से 967, 968 (भाग), 969 (भाग), 971 (भाग), 972 (भाग), 973 (भाग), 974 (भाग), 1158 (भाग), 1160 (भाग), 1164 (भाग) 1165 (भाग), 1166 से 1170, 1171 (भाग), 1177 (भाग), 1178, 1179 (भाग), 1185 (भाग), 1186 (भाग), 1187 (भाग), 1188 (भाग), 1434 (भाग), 1443, 1444 (भाग), 1445 1446, 1447 (भाग), 1448 से 1489, 1490 (भाग), 1491, 1492, 1493, 1494 (भाग), 1495 (भाग), 1496 (भाग), 1497 (भाग) 1498 (भाग), 1499 (भाग), 1500, 1501 1502 (भाग), 1504 (भाग) 1513 (भाग), 1719 (भाग), 1720 से 1727, 1728 (भाग) 1729, 1730 (भाग), 1731 से 1733, 1734 (भाग), 1739 (भाग), 1754 (भाग), 1755 (भाग), 1756, 1757 (भाग), 1758 (भाग), 1759 (भाग), 1790 (भाग) 1791 (भाग), 1807 (भाग), 3304 (भाग), 3310 (भाग), 3311 (भाग), 3312 (भाग), 3313 (भाग), 3315 से 3327, 3328 (भाग), 3329, 3330 (भाग), 3331 (भाग), 3332 (भाग), 3333 (भाग), 3340 (भाग), 3553 (भाग), 3556 (भाग), 3559 (भाग), 3560 (भाग) 3561 से 3574, 3575

(भाग), 3576, 3577, 3578 (भाग), 3579 (भाग), 3580 से 3586, 3587 (भाग), 3588, 3589, 3590 3591, 3592 (भाग), 3594 (भाग), 3595 (भाग), 3596 (भाग), 3598 (भाग), 3606 (भाग), 3665 (भाग); 3666, 3667, 3668, 3670 (भाग), 3672 (भाग), 3678 (भाग), 3687 (भाग), 3688 (भाग), 3689 (भाग), 3690, 3691, 3692, 3693 (भाग), 3694 से 3703, 3704 (भाग), 3705 से 3709, 3710 (भाग), 3711 (भाग), 3717 (भाग), 3718 (भाग), 3719 (भाग) 3720 से 3742, 3743 (भाग); 3744, (भाग), 3745 (भाग), 3746 से 3754, 3755 (भाग), 3756 से 3764, 3765 (भाग), 3766 (भाग), 3769, 3914 (भाग), 3915 (भाग), 3929 (भाग), 3930 (भाग), 3931 (भाग), 3932 (भाग), 3940 (भाग), 3947 (भाग), 4266, 4267, 4268, 4270 (भाग), 4310, 4311, 4312, 4313, 4314, 4315, 4317, 4318, 4321, 4322, 4323 और 4324 ।

सीमा वर्णन :—

क-ख-ग रेखाएं पिछरी ग्राम की खजो नदी के दाएं किनारे के साथ-साथ होती हुई फिर खेरी ग्राम की खजो नदी के दाएं किनारे के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है ।

ग-घ-ङ रेखाएं खेरी ग्राम के प्लॉट संख्यांक 26, 4 7, 17, 18, 20, 17, 45, 47, 258, 263, 260 261, 258 257, 265 289 293, 306, 286 294, 295, 306, 300, 328, 329, 330, 350, 349, 347 381 543 383 463 और 540 से होकर जाती है और बिन्दु "ङ" पर मिलती है ।

झ-ञ रेखा खेरी ग्राम के प्लॉटों संख्यांक 340, 542, 546, 550, 585, 578, 585, 598 और 597 से होती हुई फिर पिछरी ग्राम के प्लॉट संख्यांक 3947, 3940, 3932, 3931, 3930, 3929, 3914, 3925, 3765, 3766 से होकर जाती है और बिन्दु "ञ" पर मिलती है ।

ष-छ-ज-झ रेखाएं पिछरी ग्राम के प्लॉट संख्यांक 3766, 3310, 3766, 3311, 3313, 3312, 3766, 3304, 3328, 3330, 3333, 3332, 3333, 3335, 3340, 3560, 3575, 3553 3559, 3575, 3556, 3598, 3606, 3594, 3596, 3595 3594, 3592, 3587, 3579, 3578, 3755, 3745, 3755, 3744, 3743, 3672, 3665, 3672, 3670,



3672, 3678, 3693, 3688 और 3687 से होकर जाती है और बिन्दु "झ" पर मिलती है ।

झ-ज ट-ठ-ड-ढ मेन्नापि पिछरी ग्राम के प्लॉट संख्यांक 3687, 3688, 3689, 3710, 3704, 3710, 3711, 3710, 3718, 3710, 3717, 973, 974, 972, 971, 968, 969, 3719, 961, 969, 959, 956, 955, 952, 950, 942, 1158, 1160, 848, 843, 842, 841, 840, 839, 1160, 1164, 1165, 1171, 1177, 1179, 1185, 1186, 1187, 1188, 623, 625, 621, 620, 618, 619, 617, 616, 587, 1160, 577, 574, 571, 554, 531, 532, 497, 1444, 1447, 4270, 1434, 1490, 1434, 1728, 1730, 1734, 1739, 1754, 1755, 1757, 1791, 1759, 1807, 1790, 1759, 1758, 1719, 1513, 1494, 1495, 1496, 1497, 1498, 1499, 1502 और 1504

से होकर जाती है और बिन्दु "डू" पर मिलती है ।

ट-क मेन्ना पिछरी ग्राम की माहामोदर नदी के भागवत दाएं किनारे के साथ-साथ जाती है और बिन्दु "क" पर मिलती है ।

[फा०सं० 19/55/82-सी एल०]

प्रो० सरकार, संयुक्त सचिव \*

## MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 31st March, 1983

**S.O. 2053.**—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal), No. S.O. 1192, dated the 8th March, 1982, published in the Gazette of India, Part II-Section 3-Sub-section (ii), dated the 20th March, 1982, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands

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in the locality specified in the Schedule annexed to that notification ;

And whereas the Competent authority, in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government, after considering the report aforesaid, and after consulting the Government of Bihar, is satisfied that,—

(a) the land measuring 45.00 acres (approximately) or 18.21 hectares (approximately) in sub-block I/A, 5.00 acres (approximately) or 2.02 hectares (approximately) in sub-block I/B, 472.00 acres (approximately) or 191.00 hectares (approximately) in sub-block II/A, 605.00 acres (approximately) or 244.82 hectares (approximately) in sub-block III/A, 430.00 acres (approximately) or 174.01 hectares (approximately) in sub-block IV, 40.00 acres (approximately) or 16.19 hectares (approximately) in sub-block V, and 1985.00 acres (approximately) or 803.29 hectares (approximately) in sub-block VI described in Schedule 'A' appended hereto; and

(b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the land measuring 8.00 acres (approximately) or 3.24 hectares (approximately) in sub-block II/B and 20.00 acres (approximately) or 8.09 hectares (approximately) in sub-block III/B described in Schedule 'B' appended hereto ;

should be acquired,

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 9 of the said Act, the Central Government hereby declares that the lands measuring 3582.00 acres (approximately) or 1449.54 hectares (approximately) described in the said schedule 'A' and the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 28.00 acres (approximately) or 11.33 hectares (approximately) described in the said schedule 'B' are hereby acquired ;

The plan of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Giridih (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Central Coalfields Limited (Revenue Section), Darbhanga House, Ranchi (Bihar).

## SCHEDULE

Kargali Extension

Sub-Blocks I, II, III, IV, V &amp; VI

East Bokaro Coalfield

District Hazaribagh and Giridih (Bihar)

Drg. No. Rev/35/82

Date : 3-5-1982

(Showing lands acquired)

Sub-Block-I/A All Rights

## Schedule—'A'

| Serial Number | Village | Thana           | Thana Number                   | District | Area in acres | Remarks |
|---------------|---------|-----------------|--------------------------------|----------|---------------|---------|
| 1.            | Bermo   | Nawadih (Bermo) | 18                             | Giridih  | 25.00         | Part    |
| 2.            | Jaridih | -do-            | 19                             | -do-     | 20.00         | -do-    |
|               |         | Total area      | 45.00 acres (approximately)    |          |               |         |
|               |         | or :            | 18.21 hectares (approximately) |          |               |         |

Plot numbers acquired in village Bermo :—

216 (Part), 217 to 220, 221 (Part), 222 (Part), 223, 224 (Part), 225, 226, 227 (Part), 228 (Part), &amp; 230 (Part).

268, 327, 280, 278, 281, 283, 290, 693, 700, 677, 672, 658, 655 of village Jaridih (which forms common boundary) with the existing Railway acquired boundary and meets at point 'E'.

Plot numbers acquired in village Jaridih :—

21 (Part), 22 (Part), 23, 24, 25, 26 (Part), 27 (Part), 252 (Part), 256 (Part), 257 to 265, 266 (Part), 268 (Part), 269 (Part), 270 to 277, 278 (Part), 279, 280 (Part), 281 (Part), 283 (Part), 284, 285, 286, 287 (Part), 288 (Part), 289, 290 (Part), 327 (Part), 655 (Part), 656 (Part), 657, 658 (Part), 672 (Part), 673, 674 (Part), 675, 676, 677 (Part), 693 (Part), 694, 695 (Part), 697 (Part), 698 (Part), 699 (Part), 700 (Part), 701 (Part), 705 and 721 (Part).

E-F

line passes through plot numbers 656 and 721 of village Jaridih (which forms common boundary with Bokaro Colliery) and meets at point 'E'.

F-A

line passes along the southern boundary of plot number 720 through plot numbers 672, 674, 701, 699, 698, 697, 695, 290, 288, 287, of village Jaridih, then through plot numbers 228, 227, 230, 224, 222, 230 and 221 (which forms part common boundary with sub-block A of Karo Block acquired u/s 9(1) of the Coal Act of village Bermo) and meets at starting point 'A'.

Boundary description :—

A-B line passes through plot number 221 in village Bermo and meets at point 'B'.

B-C-D-E lines pass through plot numbers 221 and 216 in village Bermo through plot numbers 26, 21, 22, 26, 27, 26, 256, 252, 266, 269,

Sub-Block-I/B All Rights

## SCHEDULE 'A'

| Serial Number | Village | Thana           | Thana number                  | District | Area in acres | Remarks |
|---------------|---------|-----------------|-------------------------------|----------|---------------|---------|
| 1.            | Bermo   | Nawadih (Bermo) | 18                            | Giridih  | 1.90          | Part    |
| 2.            | Jaridih | -do-            | 19                            | -do-     | 3.10          | -do-    |
|               |         | Total area :    | 5.00 acres (approximately)    |          |               |         |
|               |         | or :            | 2.02 hectares (approximately) |          |               |         |

Plot numbers acquired in village Bermo :—

208 (Part), 209, 210 (Part) and 211 (Part).

Plot numbers acquired in village Jaridih :—

1 to 4, 8 (Part), 9 (Part), 10, 11, 12 (Part), 13 (Part) & 26 (Part).

Boundary description :—

G-H line passes along the part of left bank of Kunar River and meets at point 'H'.

H-I-J lines pass along part of northern boundary of plot number 6

J-G

through plot numbers 8, 9, 12 and 13 of village Jaridih (which forms common boundary with the existing Railway acquired boundary) and meets at point 'J'.

line passes through plot numbers 13 and 26 of village Jaridih through plot numbers 210, 211 and 208 of village Bermo (which forms common boundary with the existing Railway boundary) and meets at starting point 'G'.

### Sub-Block II/A All Rights

#### SCHEDULE 'A'

| Serial Number  | Village | Thana           | Thana Number | District | Area in acres | Remarks |
|--|---------|-----------------|--------------|----------|---------------|---------|
| 1.   | Phusro  | Nawadih (Bermo) | 67           | Giridih  | 324.50        | Part    |
| 2.   | Dhorhi  | -do-            | 68           | -do-     | 147.50        | Part    |
| Total area : —472.00 acres (approximately)<br>or 191.00 hectares (approximately) |         |                 |              |          |               |         |

### Sub-Block : II/B Mining Rights

Plot numbers acquired in village Phusro :—

61 (Part), 67 to 74, 75 (Part), 76 (Part), 77 to 80, 81 (part), 82 (Part), 83 (Part), 419 (Part), 422 (Part), 425 (Part), 426 (Part), 427, 428 (Part), 429 (Part), 431 (Part), 433 (Part), 434 to 445, 446 (Part), 447, 448, 449, 450 (Part), 453 (Part), 454 to 464, 465 (Part), 466 (Part), 467 (Part), 468 (Part), 473 (Part), 477 (Part), 478 to 483, 484 (Part), 485 (Part), 487 (Part), 488, 489 (Part), 555, 556 (Part), 557 (Part), 558 (Part), 559, 560, 561 (Part), 562 to 594, 603 (Part), 604, 605, 610 (Part), 612 to 615, 644 (Part), 645, 646 (Part), 648 to 668, 669 (Part), 670, 671 (Part), 704 (Part), 705 to 724, 725 (Part), 726 (Part), 727 (Part), 728 (Part), 760 to 790, 792 to 798, 811 (Part), 812 (Part) and 813.

Plot numbers acquired in village Dhorhi :—

353 (Part), 740 (Part), 1319, 1344, to 1348, 1349 (Part) and 1350 to 1389.

Boundary description :—

A—B line passes through plot numbers 82, 61, 811, 603, 811, 610, 811, 644, 811, 644, 646, 811, 646, 811, 812, 671, 669, 704, 726, 727, 725, 728 and 812 of village Phusro (which forms part common boundary of Chalkard block Extn. sub-block-II) and meets at point 'B'.

B—C line passes along the part of left bank of Damodar River of village Phusro and Dhorhi and meets at point 'C'.

C—D line passes through plot number 1349 and part western boundary of plot number 1312 along the southern boundary of plot number 1319 along the northern boundary of plot number 1318 and along common boundary of plot numbers 940 and 1308 and through plot numbers 940 and 353 of village Dhorhi (which forms part common boundary of Dhorhi Block acquired u/s 9(1) of the Coal Act) and meets at point 'D'.

D—E line passes through plot number 353 of village Dhorhi (which forms part surface rights boundary of Dhorhi Colly) and meets at point 'E'.

E—F line passes along the part of common boundary of villages Phusro & Dhorhi (which forms part surface rights boundary of Dhorhi Colliery) and meets at point 'F'.

F—A line passes through plot numbers 561, 556, 561, 557, 558, 446, 489, 487, 485, 473, 484, 477, 465, 466, 467, 468, 453, 450, 446, 433, 431, 428, 429, 426, 419, 422, 425, 83, 75, 76, 83, 81 & 82 of village Phusro (which forms part common boundary with Kargali Colly) and meets at starting point 'A'.

## Sub-Block-II/B Mining Rights

## SCHEDULE 'B'

| Serial Number  | Village | Thana           | Thana Number | District | Area in acres | Remarks |
|--|---------|-----------------|--------------|----------|---------------|---------|
| 1.   | Dhorhi  | Nawadih (Bermo) | 68           | Giridih  | 8.00          | Part    |
| Total area : —8.00 acres (approximately)<br>or 3.24 hectares (approximately) |         |                 |              |          |               |         |

Plot Nos. acquired in village Dhorhi:—

352(Part) and 353 (Part).

Boundary description :—

E—E line passes along the part of common boundary of villages Phusro & Dhorhi and (forms common boundary with sub-block II/A) and meets at point 'E'.

E—D line passes through plot number 353 of village Dhorhi (which forms common boundary with sub-block II/A) and meets at point 'D'.

D—G line passes through plot number 353 along part eastern boundary of plot number 352 of village Dhorhi (which forms part common boundary of Dhorhi Block acquired u/s 9 (1) of the Coal Act) and meets at point 'G'.

G—F line passes through plot numbers 352 and 353 of village Dhorhi (which forms part common boundary of Kargali Colly.) and meets at starting point 'A'.

## Sub-Block-III/A All Rights

## SCHEDULE 'A'

| Serial Number  | Village | Thana           | Thana Number | District | Area in acres | Remarks |
|--|---------|-----------------|--------------|----------|---------------|---------|
| 1.   | Dhorhi  | Nawadih (Bermo) | 68           | Giridih  | 605.00        | Part    |
| Total area : —605.00 acres (approximately)<br>or 244.82 hectares (approximately) |         |                 |              |          |               |         |

Plot numbers acquired in village Dhorhi :—

353 (Part), 672 (Part), 699 (Part), 700 (Part), 701 (Part), 702, 703 (Part), 704 to 709, 710 (Part), 711, 712 (Part), 714 (Part), 715 (Part), 716, 717 (Part), 729 (Part), 762 (Part), 765 (Part), 766 (Part), 767 (Part), 769 (Part), 792 (Part), 793 (Part), 794 (Part), 795, 796 (Part), 798 (Part), 799 to 855, 856 (Part), 857 (Part), 858 (Part), 859 to 877, 878 (Part), 879 (Part), 880 (Part), 881, 882 (Part), 885 (Part), 888 (Part), 889 to 939, 940 (Part), 941 to 1163, 1164 (Part), 1165 to 1280, 1288 to 1299, 1301, 1322 to 1343, 1391 to 2024, 2025 (Part), 2026 (Part), 2027 (Part), 2028 (Part), 2096 (Part), 2204 (Part), 2206 (Part), 2207 (Part), 2208 to 2214, 2215 (Part), 2216 to 2255, 2256 (Part), 2257 (Part), 2258, to 2284, 2285 (Part), 2286 to 2270, 2291 (Part), 2292 to 2304, 2305 (Part), 2306 to 2308, 2309 (Part), 2310 (Part), 2313 (Part), 2333 (Part), 2381 (Part), 2382 (Part), 2383 (Part), 2384 (Part), 2406 to 2408, 2409 (Part), 2410 to 2414, 2415 (Part), 2416 (Part), 2417, 2418 (Part), 2420 (Part), 2498 (Part), 2499, 2500, 2501 (Part), 2502 (Part), 2503 (Part), 2504 (Part), 2505 (Part), 2506 to 2508, 2509

(Part), 2510, 2511 (Part), 2521 (Part), 3189 (Part), 3190 (Part), 3191 to 3206, 3208 (Part), 3209, 3210 (Part), 3211 to 3227, 3229, 3232, 3235, 3236, 3237, 3238, 3239, 3240, 3241 and 3245.

Boundary Description :—

A—B line passes through plot numbers 353, 940 and northern boundary of plot numbers 940, 1321, 1308, 1302, 1300, 1304, 1287, 1283, 1282, and 1281, western boundary of plot numbers 1300, 1304, 1287, 1286, 1285, 1284, 1283, and 1281 of village Dhorhi (which forms part common boundary of Dhorhi Block acquired u/s 9(1) of the Coal Act) and meets at point 'B'.

B—C line passes along the part of the left bank of Damodar River of Village Dhorhi and meets at point 'C'.

C—D line passes through plot numbers 3189, 3208, 3189, 3210, 3189, 3190, 3189, 2333, 2285, 2291, 2313, 2309, 2305, 2310, 2381, 2382,

2383, 2384, northern boundary of plot number 2406 through plot numbers 2409, 2415, 2416, 2420, 2418, 2257, 2256, 2498, 2501, 2502, 2503, 2504, 2505, 2509, 2511, 2215, 2521, 2207, 2206, 2204, 2096, 2215, 2026, 2025, 2027, 2028, 2027, 672, 1164, 701, 700, 699, 700, 703, 710, 712, 714, 715, 717, 729, 792, 793, 794, 796, 798, 769, 767, 762,

766, 765, 857, 856, 858, 878, 879, 880, 882 885, 888 and 353 of village Dhorhi (which forms common boundary with Dholhi Colly.) and meets at point 'D'.

D—E—line pass through plot number 353 of village

E—G—A Dhorhi and meets at starting point 'A'.

#### Sub-Block-III/B Mining Rights

#### SCHEDULE 'B'

| Serial Number  | Village | Thana           | Thana Number | District | Area in acres | Remarks |
|--|---------|-----------------|--------------|----------|---------------|---------|
| 1.   | Dhorhi  | Nawadih (Bermo) | 68           | Giridih  | 20.00         | Part    |
| Total area :—20.00 acres (approximately)<br>or 8.09 hectares (approximately) |         |                 |              |          |               |         |

Plot numbers acquired in village Dhorhi :—

353 (Part), 457 (Part), 458 (Part), 460 (Part), 582 to 586, 587 (Part).

Boundary description :—

H—A line passes through plot number 353 of village Dhorhi [which forms part common boundary of Dhorhi block acquired u/s 9(1) of the Coal Act] and meets at point 'A'.

A—G—line pass through plot number 353 of village Dhorhi and meets at point 'E'.

E—I line asses through plot numbers 353, 587, 353, 458, 457, 458, 460 and 353 of village Dhorhi (which forms common boundary with Dhorhi Colly.) and meets at point 'I'.

I—H line passes through plot number 353 of village Dhorhi and meets at starting point 'H'.

#### Sub-Block-IV All Rights

#### SCHEDULE 'A'

| Serial Number   | Village  | Thana    | Thana Number | District | Area in acres | Remarks |
|---|----------|----------|--------------|----------|---------------|---------|
| 1.  | Chalkari | Petarbar | 46           | Giridih  | 9.50          | Part    |
| 2.  | Jhujhko  | -do-     | 48           | -do-     | 420.50        | -do-    |
| Total area:— 430.00 acres (approximately)<br>or 174.01 hectares (approximately) |          |          |              |          |               |         |

Plot numbers acquired in village Chalkari :—

1573 (Part), 2555, 2556 (Part), and 4172 (Part).

Plot numbers acquired in village Jhujhko :—

1 (Part), 2 (Part), 3 to 15, 16 (Part), 20 (Part), 21 (Part), 22 to 28, 29 (Part), 30 (Part), 48 (Part), 49 to 56, 57 (Part), 58, 59, 60 (Part), 61 to 91, 92 (Part), 93 to 104, 105 (Part), 106 (Part), 107 (Part), 108 (Part), 115 (Part), 116 to 148, 149 (Part), 150, 151, 152, 153 (Part), 154 (Part), 155 to 158, 159 (Part), 160 (Part), 162 (Part), 163 167, 168 (Part), 172 (Part), 173 (Part), 174 (Part), 175 (Part), 176 to 251, 252 (Part), 253 (Part), 255 (Part), 257 (Part), 260 (Part), 261 to 295, 296 (Part), 297 (Part), 320 (Part), 321 to 369, 370

(Part), 424 (Part), 430 (Part), 431 (Part), 436 (Part) 437, 438 (Part), 439 (Part), 440 (Part), 441 to 449, 451 (Part), 452, 453, 454 (Part), 459 (Part), 466 (Part), 467, 468 (Part), 469 to 524, 525 (Part), 533 (Part), 534 (Part), 535 (Part), 536 (Part) 537 to 566, 567 (Part), 568, 569, 570, 571 (Part) 573 (Part), 580 (Part), 581 to 589, 590 (Part), 591, 592, 593 (Part), 594 to 602, 603 (Part), 604 (Part), 605 (Part), 606 to 609, 617 (Part), 618 (Part), 662 (Part) 663 (Part), 1160 (Part), 1161 (Part), 1162 (Part), 1163 (Part), 1164 (Part) and 1168 (Part).

Boundary description :

A—B line passes through plot numbers 4172 & 1573 of village Chalkari, through plot numbers

Angwali Block acquired u/s 9(1) of the Coal Act) and meets at point 'D'.

D—E line passes along the part right bank of Damodar River and meets at point 'E'.

E—A line passes through plot numbers 440, 439, 438, 439, 436, 431, 1161, 430, 1161, 424, 370 1160, 172, 173, 174, 175, 168, 162, 168, 160, 159, 160, 154, 153, 2 and 1 of village Jhukho, then through plot numbers 1573, 4172, 1573, 4172, 2556 and 4172 of village Chalkari (which forms part common boundary of Chalkari Block Extn, acquired u/s 9 (1) of the Coal Act) and meets at starting point 'A'.

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**Plot numbers acquired in village Khero :**

1, 2, 3, 4 (part), 5, 6, 7 (part), 8 to 16, 17 (part), 18 (part), 20 (part), 26 (part), 45 (part), 46, 47 (part), 48 to 256, 257 (part), 258 (part), 259, 260 (part), 261 (part), 263 (part), 265 (part), 286 (part), 289 (part), 291, 293 (part), 294 (part), 295 (part), 300 (part), 301 to 305, 306 (part), 307 to 327, 328 (part), 329 (part), 330 (part), 347 (part), 348, 349 (part), 350 (part), 351 to 380, 381 (part), 383, (part), 463 (part), 540 (part), 541, 542 (part), 543 (part), 544, 545, 546 (part), 550 (part), 551 to 577, 578 (part), 579 to 584, 585 (part), 586 to 596, 597 (part), 598 (part), 605 & 607.

**Plot numbers acquired in village Pichhri :—**

2 to 6, 8, to 496, 497 (part), 498 to 530, 531 (part), 532 (part), 554 (part), 571 (part), 572, 573, 574 (part), 575, 576, 577, (part), 587 (part), 588 to 615, 616 (part), 617 (part), 618 (part), 619 (part), 620 (part), 621 (part), 623 (part), 624, 625 (part), 626 to 838, 839 (part), 840 (part), 841 (part), 842 (part), 843 (part), 844 to 847, 848 (part), 849 to 941, 942 (part), 943 to 949, 950 (part), 951, 952 (part), 955 (part), 956 (part), 957, 958, 959 (part), 961 (part), 962 to 967, 968 (part), 969 (part), 971 (part), 972 (part), 973 (part), 974 (part), 1158 (part), 1160 (part), 1164 (part), 1165 (part), 1166 to 1170, 1171 (part), 1177 (part), 1178, 1179 (part), 1185 (part), 1186 (part), 1187 (part), 1188 (part), 1434 (part), 1443, 1444 (part), 1445, 1446 1447 (part), 1448 to 1489, 1490 (part), 1491, 1492, 1493, 1494 (part), 1495 (part), 1496 (part), 1497 (part), 1498 (part), 1499 (part), 1500, 1501, 1502 (part), 1504 (part), 1513 (part), 1719 (part), 1720 to 1727, 1728 (part), 1729, 1730 (part), 1731 to 1733, 1734 (part), 1739 (part), 1754 (part), 1755 (part), 1756, 1757 (part), 1758 (part), 1759 (part), 1790 (part), 1791 (part), 1807 (part), 3304 (part), 3310 (part), 3311 (part), 3312 (part), 3313 (part), 3315 to 3327, 3328 (part), 3329, 3330 (part), 3331 (part), 3332 (part), 3333 (part), 3340 (part), 3553 (part), 3556 (part), 3559 (part), 3560 (part), 3561 to 3574, 3575 (part), 3576,

3577, 3578 (part), 3579 (part), 3580 to 3586, 3587 (part), 3588, 3589, 3590, 3591, 3592 (part), 3594 (part), 3595 (part), 3596 (part), 3598 (part), 3606 (part), 3665 (part), 3666, 3667, 3668, 3670 (part), 3672 (part), 3678 (part), 3687 (part), 3688 (part), 3689 (part), 3690, 3691, 3692, 3693 (part), 3694 to 3703, 3704 (part), 3705 to 3709, 3710 (part), 3711 (part), 3717 (part), 3718 (part), 3719 (part), 3720 to 3742, 3743 (part), 3744 (part), 3745 (part), 3746 to 3754, 3755 (part), 3756 to 3764, 3765 (part), 3766 (part), 3769, 3914 (part), 3915 (part), 3929 (part), 3930 (part), 3931 (part), 3932 (part), 3940 (Part) 3947 (part), 4266, 4267 4268, 4270 (part), 4310, 4311, 4312, 4313, 4314, 4315, 4317, 4318, 4321, 4322, 4323, and 4324.

**Boundary description :—**

- A-B-C lines pass along the right bank of River Khanjo of village Pichhri, then along the part right bank of River Khanjo of village Khero and meets at point 'C'.
- C-D-E lines pass through plot numbers 26, 4, 7, 17, 18, 20, 17, 45, 47, 258, 263, 260, 261, 258, 257, 265, 289, 293, 306, 286, 294, 295, 306, 300, 328, 329, 330, 350, 349, 347, 381, 543, 383, 463 and 540 of village Khero and meets at Point 'E'.
- E-F line passes through plot numbers 540, 542, 546, 550, 585, 578, 585, 598 and 597 of village Khero then through plot numbers 3947, 3940, 3932, 3931, 3930, 3929, 3932, 3914, 3915, 3765, 3766 of village Pichhri and meets at point 'F'.
- F-G-H-I lines pass through plot numbers 3766, 3310, 3766, 3311, 3313, 3312, 3766, 3304, 3328, 3330, 3333, 3332, 3333, 3331, 3340, 3560, 3575, 3553, 3559, 3575, 3556, 3598, 3606, 3594, 3596, 3595, 3594, 3592, 3587, 3579, 3578, 3755, 3745, 3755, 3744, 3743, 3672, 3665, 3672, 3670, 3672, 3678, 3693, 3688, and 3687 of village Pichhri and meets at point 'I'.
- I-J-K-L-M-N lines pass through plot numbers 3687, 3688, 3689, 3710, 3704, 3710, 3711, 3710, 3718, 3710, 3717, 937, 974,

972, 971, 968, 969, 3719, 961, 959, 956, 955, 952, 950, 942, 1158, 1160, 848, 843, 842, 841, 840, 839, 1160, 1164, 1165, 1171, 1177, 1179, 1185, 1186, 1187, 1188, 623, 625, 621, 620, 618, 619, 617, 616, 587, 1160, 577 574, 571, 554, 531, 532, 497, 1444, 1447, 4270, 1434, 1490, 1434, 1728, 1730, 1734, 1739, 1754, 1755, 1757, 1791, 1759, 1807, 1790, 1759, 1758, 1719, 1513, 1494, 1495, 1496, 1497, 1498, 1499, 1502 and 1504 of village Picchri and meets at point 'N'.

N-A line passes along the part right bank of River Damodar of village Picchri and meets at starting point 'A.'

P. SARKAR,  
JT. SECY.  
[No. 19/55/82-CL]

नई दिल्ली, 16 अप्रैल, 1983

का०प्रा० 2054.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपायद्व अनुसूची में उल्लिखित भूमि से कोयला प्राप्त होने की संभावना है ;

अतः अब केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रवर्त शक्तियों

का प्रयोग करते हुए उसने कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

2. एम अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण सैट्रल कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) दरभंगा हाउस, रांची के कार्यालय में या उपायुक्त हजारीबाग (बिहार) के कार्यालय में अथवा कोयला नियंत्रक, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है ।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी तथ्यों, घाटों और अन्य वस्तुओं को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर राजस्व अधिकारी सैट्रल कोलफील्ड्स लिमिटेड, दरभंगा हाउस रांची को भेजेंगे।

#### अनुसूची

पिपरवार विस्तार ब्लॉक  
उत्तरी करणपुर कोयला क्षेत्र  
ड्राइंग सं० राजस्व/89/82  
तारीख 5.10. 1982.

(जिसमें पूर्वेक्षण के लिए अधिसूचित भूमि दर्शित की गई है)

| क्रम सं० | ग्राम                     | थाना  | थाना संख्यांक | जिला     | क्षेत्र | टिप्पणियां |
|----------|---------------------------|-------|---------------|----------|---------|------------|
| 1.       | किच्छे                    | ठंडवा | 78/235        | हजारीबाग | 358.94  | भाग        |
| 2.       | पिपरवार<br>या<br>मंगरडाहा | "     | 80/237        | "        | 86.35   | भाग        |
| 3.       | बिर्जन                    | "     | 83/240        | "        | 222.86  | भाग        |
| 4.       | सिदालु                    | "     | 84/241        | "        | 64.00   | भाग        |
| 5.       | बेन्ती                    | "     | 97/254        | "        | 167.85  | भाग        |

कुल क्षेत्र : 900.00 एकड़ (लगभग)  
या 364.21 हेक्टर (लगभग)

#### सीमा वर्णन

क-ख

रेखा ग्राम सिदालु और बिर्जन से होकर जाती है फिर ग्राम बेन्ती और कुटकी खुर्द या थेना की भागतः सम्मिलित सीमा के साथ-साथ होकर जाती है और फिर ग्राम

ख-ग

बेन्ती से होकर जाती है और बिंदु "ख" पर मिलती है ।

रेखा ग्राम बेन्ती और बिर्जन से होकर जाती है (जो उक्त अधिनियम की धारा 9 की



उपधारा (1) के अधीन पिपरवार ब्लॉक की भागत: सम्मिलित सीमा बनाती है) और बिंदु "ग" पर मिलती है ।

रिदालु से होकर जाती है और आरम्भिक बिंदु "क" पर मिलती है ।

[मं० 19/96/82-सी० एन०]

समय सिंह, अवर सचिव,

ग-घ रेखा ग्राम बिजैन, पिपरवार या मंगरडाहा और किटो से होकर जाती है और फिर ग्राम किटो में नदी देवनाद या दामोदर से होकर जाती है (जो उक्त अधिनियम की धारा 9 की उपधारा (1) के अधीन पिपरवार ब्लॉक की भागत: सम्मिलित सीमा बनाती है) और बिंदु "घ" पर मिलती है ।

New Delhi, the 16th April, 1983

**S. O. 2054:—**Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the schedule hereto annexed ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein ;

The plan of the area covered by this notification can be inspected at the Office of the Central Coalfields Limited (Revenue Section), Darbhanga House, Ranchi or in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta ;

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House, Ranchi within 90 days from the date of the publication of this notification in the Official Gazette.

घ-ङ रेखा नदी देवनाद या दामोदर की भागत: मध्य रेखा के साथ-साथ जाती है और बिंदु "ङ" पर मिलती है ।

ङ-च रेखा ग्राम किटो में नदी देवनाद या दामोदर से होकर जाती है और बिंदु "च" पर मिलती है ।

च-क रेखा पिपरवार या मंगरडाहा और कानौडा, बिजैन और कानौडा, बिजैन और राजधर ग्रामों की भागत: सम्मिलित सीमा के साथ-साथ होकर जाती है और फिर ग्राम

### SCHEDULE

Piparwar Extension Block

North Karanpur Coalfield

Drg. No. Rev/69/82

Dated : 5-10-82

(Showing lands notified for prospecting)

| Serial Number | Village                | Thana  | Thana Number | District   | Area   | Remarks |
|---------------|------------------------|--------|--------------|------------|--------|---------|
| 1.            | Kichto                 | Tandwa | 78/235       | Hazaribagh | 358.94 | Part    |
| 2.            | Piparwar or Mangardaha | "      | 80/237       | "          | 86.35  | Part    |
| 3.            | Bijain                 | "      | 83/240       | "          | 222.86 | Part    |
| 4.            | Sidalu                 | "      | 84/241       | "          | 64.00  | Part    |
| 5.            | Benti                  | "      | 97/254       | "          | 167.85 | Part    |

Total Area : —900.00 Acres (approximately)  
or 364.21 Hectares (approximately)

**Boundary Description :—**

- A-B** line passes through villages Sidalu and Bijain, then passes along part common boundary of villages Benti and Kutki Khurd or Thena, then through village Benti and meets at point 'B'.
- B-C** line passes through villages Benti and Bijain (which forms part common boundary of Piparwar block under sub-section (1) of section 9 of the said Act), and meets at point 'C'.
- C-D** line passes through villages Bijain, Piparwar or Mangardaha and Kichto then passes through River Deonad or Damodar in village Kichto (which forms part common boundary of Piparwar block under sub-section (1) of section 9 of said Act) and meets at point 'D'.
- D-E** line passes along the part Central line of river Deonad or Damodar and meets at point 'E'.
- E-F** line passes through river Deonad or Damodar in village Kichto then passes through village Kichto and meets at point 'F'.
- F-A** line passes along part common boundary of villages Piparwar or Mangardaha and Kanauda, Bijain and Kanauda Bijain and Rajdhar then through village Didalu and meets at starting point 'A'.

[No. 19/96/82-CL]

SAMAY SINGH, Under Secy.

**स्वास्थ्य और परिवार कल्याण मंत्रालय**  
(स्वास्थ्य विभाग)

नई दिल्ली, 20 अप्रैल, 1983

का० आ० 2055—यह दल चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 6 की उपधारा 4 के साथ पठित धारा 3 के खंड 'घ' के अनुसूचन में मैसूर विश्वविद्यालय की सीनेट के सदस्यों ने 24-9-82 को हुई अपनी बैठक में डा० के० महादेव, आर्थोपैडिक सर्जन, नं० 606, महेश नर्सिंग होम, मैसूर को, 24 सितम्बर, 1984 तक की बाकी अवधि के लिए हुई आकस्मिक रिक्ति को भरने के लिए डा० श्रीमती एम० कान्ता के स्थान पर भारतीय दल चिकित्सा परिषद का सदस्य निर्वाचित किया है।

अब अब उक्त अधिनियम की धारा 6 की उपधारा (4) के साथ पठित धारा 3 के खंड (घ) के अनुसूचन में केन्द्रीय सरकार एतद्वारा भारत सरकार के पूर्ववर्ती स्वास्थ्य मंत्रालय की 12 अप्रैल, 1949 की अधिसूचना सं० 10-10/48 एम० 1 में जो भारत सरकार के स्वास्थ्य

और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग की उपधारा 1978 की अधिसूचना सं० एम० आ० 533 में पुनः प्रकाशित हुई हैं निम्नलिखित और संशोधन करती है अर्थातः—

उक्त अधिसूचना में "धारा 3 के खंड (घ) के अंतर्गत निर्वाचित" शीर्ष के अन्तर्गत कम सं० 8 और उसके सम्बन्धित प्रविष्टियों के ग्राह पर निम्नलिखित कम संख्या और प्रविष्टियाँ प्रतिस्थापित की जायेंगी—  
"8, डा० के० महादेव, मैसूर विश्व विद्यालय 24-9-82  
आर्थोपैडिक सर्जन, ने 2-3-84"

संख्या 606, महेश नर्सिंग होम, मैसूर

[सं० बी० 12013 / 3 / 83-बी० एम० एम०]

**MINISTRY OF HEALTH AND FAMILY  
WELFARE**

(Deptt. of Health)

New Delhi, the 20th April, 1983

**S.O. :2055**—Whereas in pursuance of clause (d) of section 3, read with sub-section (4) of section 6 of the Dentists Act, 1948 (16 of 1948); Dr. K. Mahadev, Orthopaedic Surgeon, No. 606, Mahesh Nursing Home, Mysore, has been elected to be a member of the Dental Council of India by the members of the Senate of the Mysore University to fill the casual vacancy for the remainder of the term till the 24th September, 1984 in place of Dr. (Mrs.) S. Kantha, in its meeting held on 24th September, 1982;

Now, therefore in pursuance of clause (d) of section 3, read with sub-section (4) of section 6 of the said Act, the Central Government hereby makes the following further amendment in the notice in Government of India in the erstwhile Ministry of Health No. 10-10/48-M1, dated the 12th April, 1949, as republished by the notification of the Government of India in the Ministry of Health and Family Welfare (Department of Health) No.S.O. 533, dated the 9th February, 1978, namely:—

In the said notification under the heading "(d) Elected under clause (d) of section 3", for serial number 8 and the entries relating thereto, the following shall be substituted, namely:—

"8. Dr. K. Mahadev, Orthopaedic Surgeon, No. 606H Mahesh University to Nursing Home, Mysore. 24-9 84"

[No. V. 12013/3/83-PMS]

का० आ० 2056 यह दल चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 3 के खंड (घ) के अनुसूचन में मैसूर विश्वविद्यालय, मैसूर की सीनेट ने डा० रामदास एम० पाई० चिकित्सा निदेशक कस्तूरबा मेडिकल कालेज और अस्पताल, मणिपाल को 21 मार्च, 1983 में दल चिकित्सा परिषद का सदस्य निर्वाचित किया है।

अब अब उक्त अधिनियम की धारा 3 के अनुसूचन में केन्द्रीय सरकार एतद्वारा भारत सरकार के पूर्ववर्ती स्वास्थ्य मंत्रालय की 12 अप्रैल,

1949 की अधिसूचना सं० 10-10/48 एम० 1 में जो भारत सरकार के स्वास्थ्य और परिवार कल्याण मन्त्रालय (स्वास्थ्य विभाग) की 9 फरवरी, 1978 की अधिसूचना सं० एस० ओ० 533 में पुनः प्रकाशित हुई है, निम्नलिखित और संशोधन करती है अर्थात् :—

उक्त अधिनियम में “धारा 3 के खंड (घ) के अधीन निर्वाचित” शीर्ष के अन्तर्गत क्रम संख्या 15 और उससे सम्बन्धित प्रविष्टियों के बाव निम्नलिखित क्रम संख्या और प्रविष्टियाँ प्रतिस्थापित की जाएंगी अर्थात् :—

“16. डा० राम दास एम० पाई०, मंगलूर विश्वविद्यालय 21-3-83”  
चिकित्सा निदेशक,

कस्तूरबा मेडिकल कॉलेज और अस्पताल,  
मणिपाल,  
(कर्नाटक)

[सं० बी० 12013 / 3 / 83-पी० एम० एस०]

एस० पी० वाटक, अवर सचिव

**S.O. 2056.**—Whereas in pursuance of clause (d) of section 3 of the Dentists Act, 1948 (16 of 1948), Dr. Ramdas M. Pai, Medical Director, Kasturba Medical College and Hospital, Manipal has been elected to be a member of the Dental Council of India by the Senate of the Mangalore University, Mangalore, with effect from the 21st March, 1983;

Now, therefore, in pursuance of section 3 of the said Act, the Central Government hereby makes the following amendments in the notification of the Government of India in the erstwhile Ministry of Health No. 10-10/48-MI, dated the 12th April, 1949, as republished by the notification of the Government of India in the Ministry of Health and Family Welfare (Department of Health) No. S.O. 533, dated the 9th February, 1978, namely :—

In the said notification, under the heading “(d) Elected under clause (d) of section 3”, after serial

number 15 and the entries relating thereto, the following shall be inserted, namely :—

“16. Dr. Ramdas M. Pai, University 21-3-83.”  
Medical Director, of Manga-  
The Kasturba Medi- lore  
cal College and Hos-  
pital, Manipal  
(Karnataka)

[No. V. 12013 3/83-PMS]

**S. P. PATHAK, Under Secy.**

**संस्कृति विभाग**

**(भारतीय पुरातत्व सर्वेक्षण)**

**पुरातत्व**

नई दिल्ली, 22 अप्रैल, 1983

**का० प्रा० 2057.**—केंद्रीय सरकार की राय है कि इससे उपावृद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं;

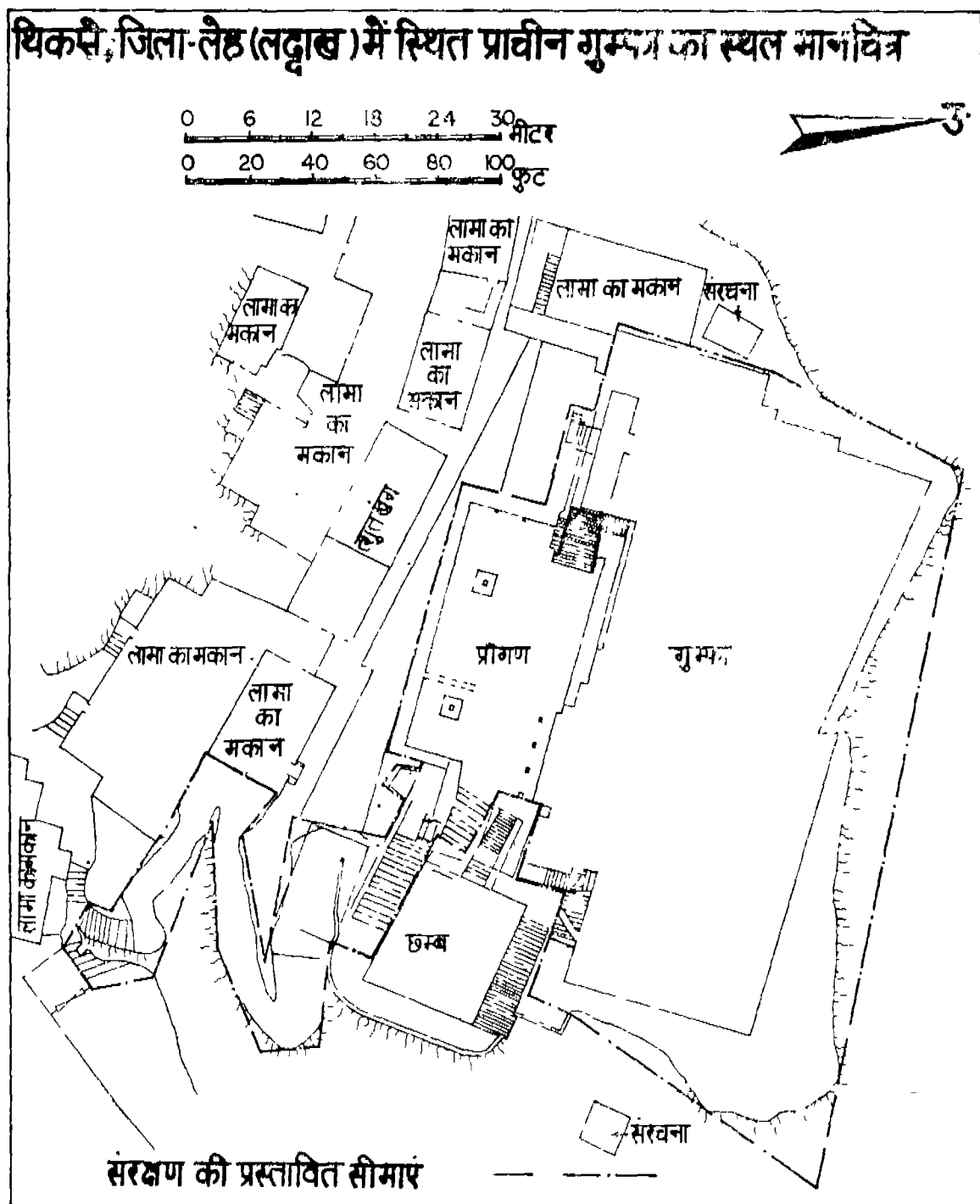
अतः केंद्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारकों को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना देती है।

केंद्रीय सरकार, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन संस्मारकों में हितवृद्ध किसी भी व्यक्ति से प्राप्त आक्षेप पर विचार करेगी।

### अनुसूची

| राज्य        | जिला   | तहसील | अवस्थान | संस्मारक का नाम   | संरक्षण के अधीन सम्मिलित किए जाने वाले सर्वेक्षण प्लॉट सं०           |
|--------------|--------|-------|---------|---|--|
| 1            | 2      | 3     | 4       | 5   | 6  |
| जम्मू-कश्मीर | लद्दाख | लेह   | थिकसे   | नीचे पुनः प्रस्तुत रेखांक में दर्शित सर्वेक्षण प्लॉट सं० 2040 के भाग में समाविष्ट भू-भाग के साथ प्राचीन गुफा। | नीचे पुनः प्रस्तुत रेखांक में दर्शित सर्वेक्षण प्लॉट सं० 2040 का भाग |

| क्षेत्र       | सीमाएं                                      | स्वामित्व               | टिप्पणी                 |
|---------------|---|-------------------------|-------------------------|
| 7             | 8   | 9                       | 10                      |
| 0.3172 हेक्टर | उत्तर : सर्वेक्षण प्लॉट सं० 2040 का शेष भाग | प्राइवेट स्वामित्व में। | गुफा धार्मिक उपयोग में। |
|               | पूर्व : " " " " "                           |                         |                         |
|               | दक्षिण : " " " " "                          |                         |                         |
|               | पश्चिम : " " " " "                          |                         |                         |



**DEPARTMENT OF CULTURE**

(Archaeological Survey of India)

New Delhi, the 22nd April. 1983

**(ARCHAEOLOGY)**

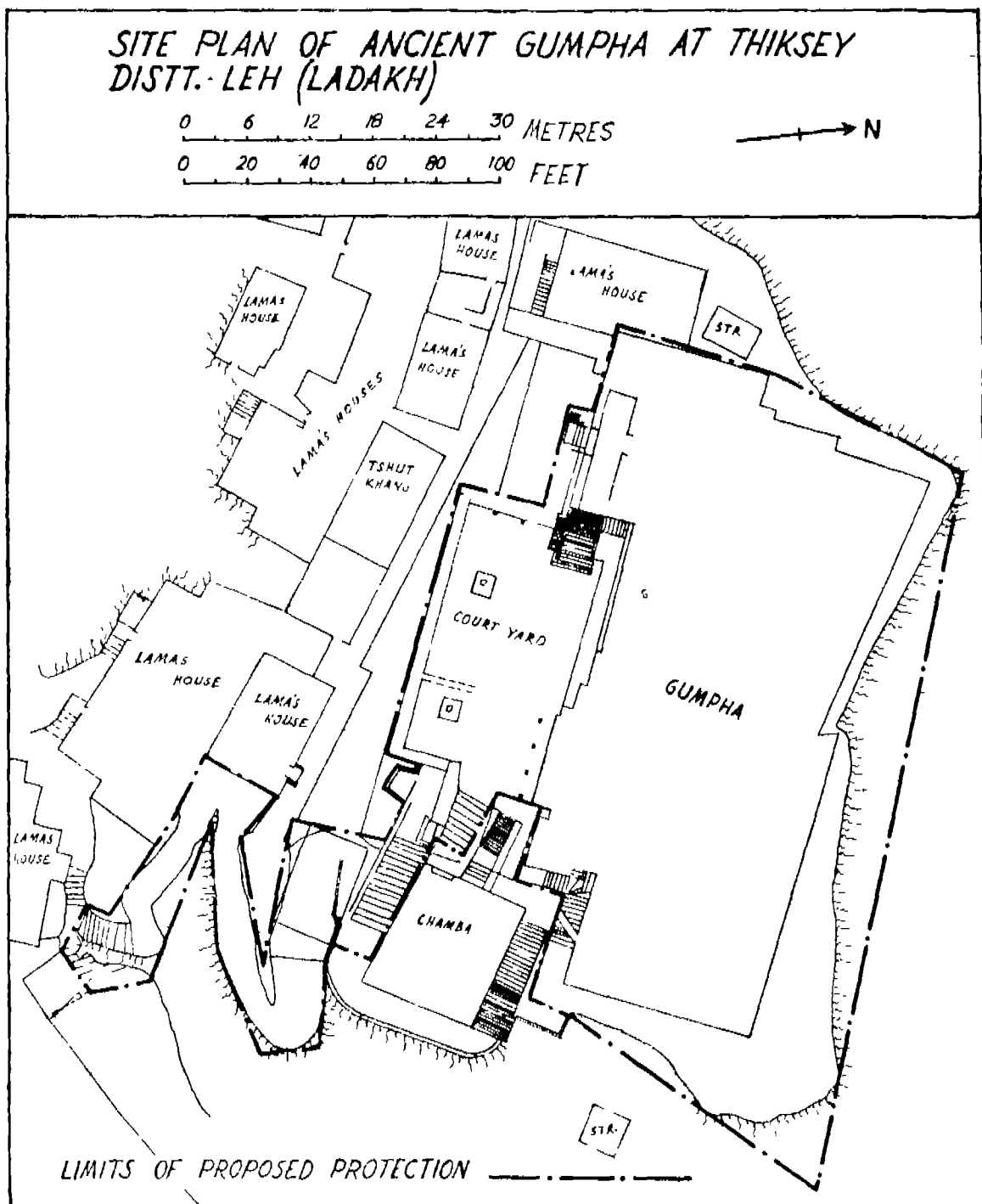
**S.O.2057.**—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule annexed hereto is of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months notice of its intention to declare the said ancient monuments to be of national importance.

Any objection which may be received within a period of two months from the date of issue of this notification in the Official Gazette from any person interested in the said ancient monument will be taken into consideration by the Central Government.

**SCHEDULE**

| State           | District | Tehsil | Locality | Name of Monument   | Revenue plot numbers to be included under protection                    | Area            | Boundaries   | Owner-ship      | Remarks                  |
|-----------------|----------|--------|----------|--|---|-----------------|--|-----------------|--------------------------|
| 1               | 2        | 3      | 4        | 5  | 6   | 7               | 8  | 9               | 10                       |
| Jammu & Kashmir | Ladakh   | Leh    | Thiksey  | Ancient Gumpha alongwith part of land comprised in part of survey plot No. 2040 as shown in the site plan reproduced below | Part of Survey plot No. 2040 as shown in the site plan reproduced below | 0.3172 Hectares | North : Remaining portion of survey plot No. 2040<br>East : Remaining portion of survey plot No. 2040<br>South : Remaining portion of survey plot No. 2040<br>West : Remaining portion of survey plot No. 2040 | Privately owned | Gumpha in religious use. |



क्रमांक 2058. - केन्द्रीय सरकार का राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं ;

अतः केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्त्विक स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन संस्मारकों को राष्ट्रीय

महत्व का घोषित करने के लिये आशय की इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की सूचना देती है ।

केन्द्रीय सरकार, इस प्रकार विनिर्दिष्ट दो मास की अवधि के भीतर उक्त प्राचीन संस्मारक में हितबद्ध किसी भी व्यक्ति से प्राप्त किसी आक्षेप पर विचार करेगी ।

### अनुसूची

| राज्य      | जिला       | तहसील                       | अवस्थान                | संस्मारक का नाम   | संरक्षण के अधीन सम्मिलित किए जाने वाले सर्वेक्षण प्लॉट सं०                 |
|------------|------------|-----------------------------|------------------------|---|--|
| 1          | 2          | 3                           | 4                      | 5   | 6  |
| महाराष्ट्र | मुम्बई शहर | पारेल भोईवाडा सिवाड़ी, डाउन | ग्राम पारेल मुम्बई शहर | माप में 3-10 × 1.70 × 0.48 मीटर की शिव के मात रूपों की एकाग्रता निम्न उद्भूति जिसे स्थानीय रूप में ब्रह्मादेव कहा जाता है जो साथ लगे क्षेत्र सहित नीचे दिए गए स्थल रेखांक में दर्शित सर्वेक्षण प्लॉट सं० 1/421 के भाग में समाविष्ट है । | सर्वेक्षण स्थल सं० 1/421 का भाग जो नीचे दिए गए स्थल रेखांक में दर्शित है । |

| क्षेत्र        | सीमाएं   | स्वामित्व                   | टिप्पणी                                 |
|----------------|--|-----------------------------|---|
| 7              | 8  | 9                           | 10                                      |
| 26.6 बर्ग मीटर | उत्तर — सर्वेक्षण सं० 1/421 का गेष भाग<br>पूर्व — सर्वेक्षण स्थल सं० 1/421 का गेष भाग<br>दक्षिण — सर्वेक्षण स्थल सं० 1/421 का गेष भाग<br>पश्चिम :—सर्वेक्षण स्थल सं० 421 (गली) | न्यामी, श्री चंडिका संस्थान | मूर्ति एक आधुनिक इमारत में रखी हुई है । |





**S.O. 2058.**—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule annexed hereto is of national importance;

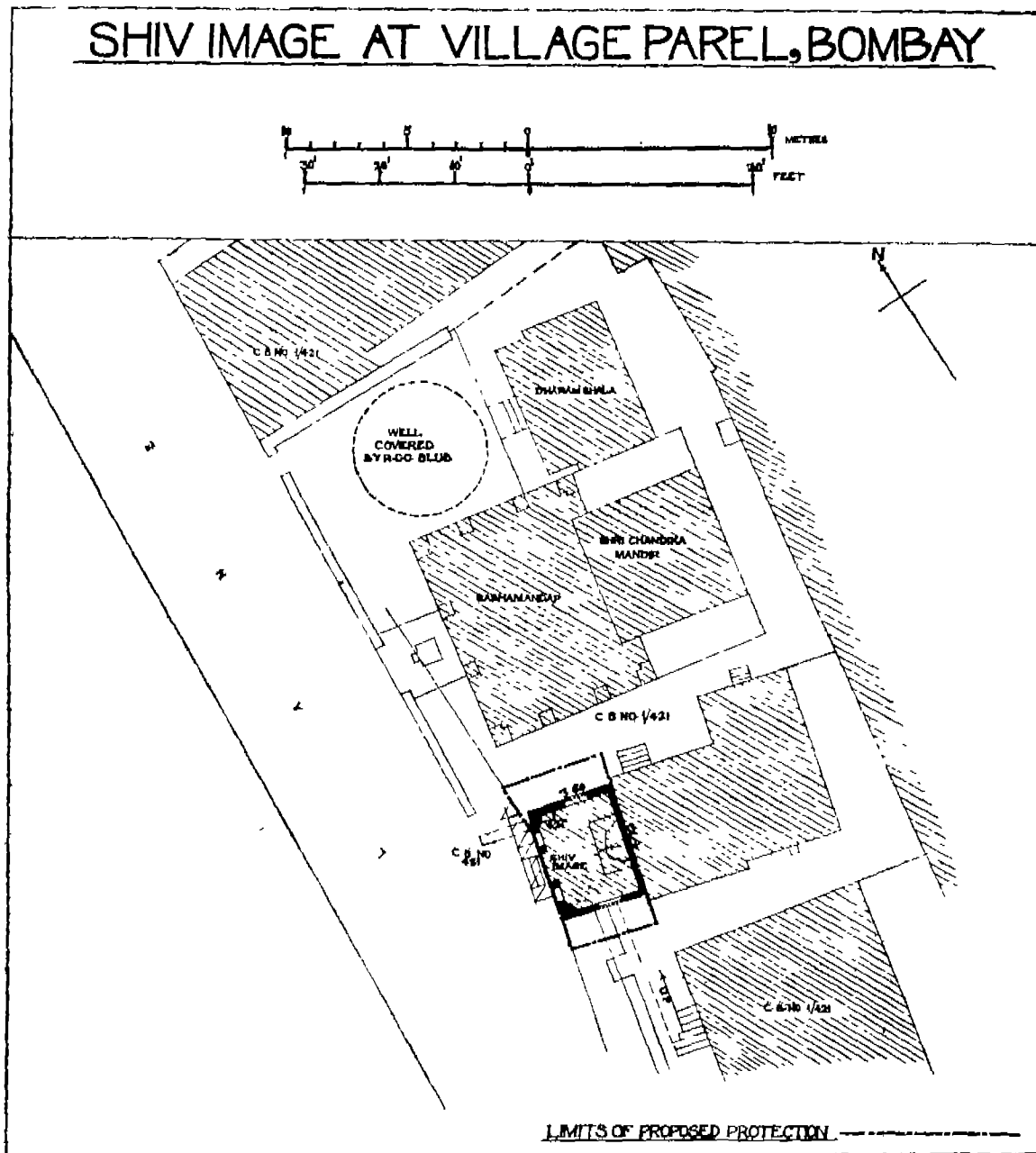
Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of

its intention to declare the said ancient monument to be of national importance from the date of publication of this notification in the Official Gazette.

Any objection which may be received from any person interested in the said ancient monument, within a period of two months so specified, will be taken into consideration by the Central Government.

### SCHEDULE

| State       | District    | Tehsil                     | Locality                  | Name of the ancient monument  | Revenue Plot numbers to be included under protection                     | Area            | Boundaries   | Owner-ship                          | Remarks                                    |
|-------------|-------------|----------------------------|---------------------------|---|--|-----------------|--|-------------------------------------|--|
| 1           | 2           | 3                          | 4                         | 5   | 6  | 7               | 8  | 9                                   | 10   |
| Maharashtra | Bombay City | Parel Bhoi-wada Sewan, Dn. | Parel Village Bombay City | Monolithic bas relief depicting seven manifestations of Siva Locally known as Bara-deva measuring 3.10 x 1.70 x 0.48 mts. along with adjoining area comprised in part of survey plot No. 1/421 as shown in the site plan reproduced below | Part of survey plot No. 1/421 as shown in the site plan reproduced below | 26.6 Sq. metres | North : Remaining portion of survey plot No. 1/421<br>East : Remaining portion of survey plot No. 1/421<br>South : Remaining portion of survey plot No. 1/421<br>West : Survey plot No. 421 (lane) | Trustees : Shri Chandi-ka Sans-than | The image is housed in a modern structure. |



[No. 2/3/75-M]

D. MITRA, Director General and  
Ex-Officio Jt. Secy.**निर्माण और आवास संकालन**

नई दिल्ली, 22 अप्रैल, 1983

का० आ० 2059:--यनः निम्नलिखित क्षेत्रों के बारे में कुछ संशोधन जिन्हें केन्द्रीय सरकार दिल्ली के लिए वृद्ध योजना में प्रस्तावित करती है तथा जिसे दिल्ली विकास प्राधिकरण 1957 (1957 का 61 वां) के खण्ड 44 के अनुसार दिनांक 25 मिनस्वर 1982 के नोटिस सं० एफ-20(14) 82-एम० पी० द्वारा प्रकाशित किये गये, जिसमें उक्त अधिनियम की धारा II ए की उप-धारा (3) में अपेक्षित आपत्ति/सुझाव इस नोटिस की तारीख से 30 दिन की अवधि में प्रामाणित किये गये थे।

अतः यतः केन्द्रीय सरकार ने उक्त संशोधनों के बारे में आपत्ति और सुझाव प्राप्त करने के पश्चात् दिल्ली की वृद्ध योजना में संशोधन करने का निर्णय किया है।

इसलिए, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 11-ग की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से दिल्ली की वृद्ध योजना में संशोधन करती है, नामतः--

संशोधन

(1) "क्षेत्र एफ-2 के मुख्य योजना/क्षेत्रीय चित्र में "मनोरंजनात्मक प्रयोग" हेतु निर्दिष्ट भूमि, जो कि संत नगर के परिसर में

स्थित है, (8.28 मीटर चौड़ी क्षेत्रीय मार्ग द्वारा पृथक् होती है) में खेलभूभाग 1.77 हेक्टेर (4.37 एकड़) क्षेत्र का भूमि उपयोग "मनोरंजनात्मक उपयोग" से बदलकर "आवासीय उपयोग" किया जाता है।"

- (11) "लगभग 1.86 हेक्टेर (4.6 एकड़) क्षेत्र एक-2 के मुख्य योजना/क्षेत्रीय विकास चित्र में "मनोरंजनात्मक उपयोग" हेतु निर्दिष्ट है और जो उत्तर और पूर्व में "आवासीय उपयोग" वाले क्षेत्र में (संत नगर) दक्षिण में 30.48 मीटर चौड़े मुख्य योजना मार्ग तथा "मनोरंजनात्मक उपयोग" वाले क्षेत्र में और पश्चिम में 18.28 मीटर चौड़े क्षेत्रीय मार्ग से घिरा है, का भूमि उपयोग "आवासीय" से बदलकर मनोरंजनात्मक (जिला पार्क, खेल के मैदान एवं खुले स्थल) किया जाता है।"

[सं. के०-13011/4/82-डी० डी० IIए]

## MINISTRY OF WORKS AND HOUSING

New Delhi, the 22nd April, 1983

**S.O. 2059.**—Whereas certain modifications, which the Central Government proposes to make in the Master Plan for Delhi regarding the areas mentioned hereunder, were published with Notice No. F. 20(14)/82 MP dated 25th September, 1982 in accordance with the provisions of section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objections/suggestions, as required by sub-section (3) of section 11-A of the said Act within thirty days from the date of the said notice;

And whereas no objections and suggestions have been received with regard to the said modifications, the Central Government have decided to modify the Master Plan for Delhi;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi with effect from the date of publication of this modification in Gazette of India, namely :

### MODIFICATION :

- (i) "The land use of an area measuring about 1.771 hectares (4.37 acres) out of the land earmarked for 'Recreational' use in the Master Plan/Zonal Plan for Zone F-2, located in the west of Sant Nagar (segregated by 18.28 M wide zonal road) is changed from 'Recreational' use to 'residential use'.
- (ii) "Land use of an area, measuring about 1.86 hectares (4.6 acres) earmarked for 'Residential' use in the Master Plan/Zonal Development Plan for zone F-2 bounded by 'Residential' use (Sant Nagar) on the north and east, 30.48 M. wide Master Plan Road and 'Recreational' use on the south and 18.28 M. wide Zonal Road on the west is changed from 'Residential use' to 'Recreational' (District Park, play ground and open spaces)"

[No. K-13011/4/82-DDIIA]

का०आ० 2060—जतः केन्द्रीय सरकार का दिल्ली की वृहद योजना/क्षेत्रीय विकास योजना में यहाँ नीचे बताये गये क्षेत्रों के बारे में कतिपय संशोधन करने का प्रस्ताव है जिसे दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 11 के अन्तर्गत 7 फरवरी, 1981 के नोटिस संख्या एफ०-3(24)

/80-एम० पी० द्वारा उक्त नोटिस के 30 दिन के अन्तर्गत आपत्तियों/सुझाव मांगने के लिए प्रकाशित किया गया था जैसे कि उक्त अधिनियम की धारा 11 ए की उप धारा (3) में प्रेषित है।

और यतः केन्द्रीय सरकार ने प्राप्त आपत्तियों एवं सुझावों पर विचार करने के बाद दिल्ली की वृहद योजना में तथा कथित संशोधन करने का निर्णय किया है।

अब अतः उक्त अधिनियम की धारा 11 ए की उपधारा (2) में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार जिस तिथि से यह अधिसूचना भारत के राजपत्र में प्रकाशित होती उस तिथि से दिल्ली की उक्त वृहद योजना में निम्नलिखित संशोधन करती है, नामतः—

"जान डी-5 (डी० आई० जेड०-गोल मार्केट क्षेत्र) के लगभग 0.394 हेक्टेर (0.974 एकड़) के माप के पंचकुइया रोड स्थित भूखण्ड सं० 85ए, जो उत्तर पूर्व में 45.72 मीटर चौड़ी पंचकुइया रोड से, दक्षिण-पूर्व एवं दक्षिण-पश्चिम में बरगाह सैयद हसन रसूल नुमा से तथा उत्तर-पश्चिम में आवासीय क्षेत्र (नई दिल्ली नगरपालिका क्वार्टर्स) से घिरा है, का भूमि उपयोग को 100 "(एक सौ)" के फर्शी क्षेत्र अन्तर्गत संहित "आवासीय" से वाणिज्यिक में बदला जाता है।

[सं० के०-13011(15)/79-डी० डी० IIए]

के० के० सक्सेना, डेस्क अधिकारी

**S.O. 2060.**—Whereas certain modifications, which the Central Government proposes to make in the Master Plan for Delhi Zonal Development Plan regarding the areas mentioned hereunder, were published with Notice No. F. 3(24)/80-MP, dated 7th February, 1981 in accordance with the provisions of section 44 of the Delhi Development Act, 1957 (61 of 1957) inviting objection/suggestions as required by sub-section (3) of section 11-A of the said Act, within thirty days from the date of the said notice;

And whereas, the Central Government after considering the objections and suggestions with regard to the said modifications have decided to modify the Master Plan for Delhi;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 11-A of the said Act, the Central Government hereby makes the following modifications in the said Master Plan for Delhi with effect from the date of publication of this modification in the Gazette of India, namely :

### MODIFICATION :

"The land use of plot No 85-A, Panchkuin Road measuring about 0.394 hectares (0.974 acre) falling in Zone-I 5 (D.I.Z.-Gole Market Area), bounded by 45.72 metres wide Panchkuin Road on north-east Dargah Sayed Hasan Rasul Nume on the south east and south-west and residential area (NDMC quarters) on north-west is changed from 'Residential' to 'Commercial' with a F.A.R. of 100 (hundred)."

[No. K-13011/15/79-DDIIA]  
K. K. SAXENA, Desk Officer

## दिल्ली विकास प्राधिकरण

### सार्वजनिक सूचना

नई दिल्ली, 7 मई, 1983

का. आ. 2061.—केन्द्रीय सरकार दिल्ली मुख्य योजना/क्षेत्रीय विकास योजना में निम्नलिखित संशोधन करने का विचार कर रही है, एतद्वारा जिसे सार्वजनिक सूचना हेतु प्रकाशित किया जाता है। इस प्रस्तावित संशोधन के संबंध में जिस किसी व्यक्ति को कोई आपत्ति या सुझाव देना हो, वे

अपने आपत्ति या सुझाव इस सूचना की तिथि के 30 दिन के भीतर सचिव, दिल्ली विकास प्राधिकरण, विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली को लिखित रूप में भेज सकते हैं। आपत्ति या सुझाव देने वाला व्यक्ति अपना नाम एवं पूरा पता भी लिखे :—

संशोधन :

“लगभग 1.1 हेक्टर (2.7 एकड़) साप का क्षेत्र जो मंदिर मार्ग (काली बाड़ी तथा शंकर रोड़ के मध्य) के साथ पड़ता है और जो पूर्व में 30.5 मीटर (100 फुट) मार्गाधिकार वाले मंदिर मार्ग से, उत्तर में मंदिर लेन से, पश्चिम में नाले से, तथा दक्षिण में 68.58 मीटर (225 फुट) चौड़े शंकर रोड़ से घिरा है, का भूमि प्रयोग ‘सार्वजनिक एवं अर्द्ध-सार्वजनिक सुविधाओं’ (भारत सरकार, निर्माण एवं आवास मंत्रालय की अधिसूचना सं. के-13011(9)/75-यू.डी.-1(ए) दिनांक 30 मई, 1977 द्वारा अधिसूचित) से बदलकर ‘मनोरंजन-नात्मक’ प्रयोग में किया जाना प्रस्तावित है।”

उक्त अधि के दौरान शनिवार को छोड़कर और सभी कार्यशील दिनों में प्राधिकरण के कार्यालय विकास मीनार, इन्द्रप्रस्थ इस्टेट, नई दिल्ली में प्रस्तावित संशोधन को दर्शाने वाले चित्र की प्रति निरीक्षण के लिए उपलब्ध होगी।

[सं. एफ. 16(146)/75-यू.डी.]  
नाथू राम, सचिव

#### DELHI DEVELOPMENT AUTHORITY

##### PUBLIC NOTICE

New Delhi, the 7th May, 1983

**S.O. 2061.**—The following modification, which the Central Government proposes to make to the Master Plan for Delhi/Zonal Development Plan is hereby published for public information. Any person having any objection or suggestion with respect to the proposed modification may send the objection or suggestion in writing to the Secretary, Delhi Development Authority, Vikas Minar, Indraprastha Estate, New Delhi within a period of thirty days from the date of this notice. The person making the objection or suggestion should also give his name and address :—  
**MODIFICATION :**

“The land use of an area measuring about 1.1 hect. (2.7 acres) located along Mandir Marg (between Kali Bari and Shankar Road) and bounded by Mandir Marg 30.5 mts. (100') r/w in the east, Mandir Lane in the North, nallah in the west and 68.58 mts. (225') wide Shankar Road in the South is proposed to be changed from ‘public and Semi-public facilities’ (notified by the Government of India, Ministry of Works and Housing notification No. K-13011(9)/75-UDI(A) dated 30th May, 1977) to ‘recreational’ use.”

The plan indicating the proposed modification will be available for inspection at the office of the Authority Vikas Minar, Indraprastha Estate, New Delhi on all working days except Saturday within the period referred to above.

[No. F. 16 (146)/75-M.P.]  
NATHU RAM, Secy.

#### नौवहन और परिवहन मंत्रालय

(पत्रक 7ख)

नई दिल्ली, 22 अप्रैल, 1983

का० आ० 2062—केन्द्रीय सरकार, नौवहन विकास निधि (सामान्य) अधिनियम, 1960 के नियम 3 एवं 9 के साथ पठित शानिश्च नौवहन

अधिनियम, 1958 (1958 का 44) को धारा 15 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री गिरीश चन्द्र बूदेसिया, सचिव, नौवहन विकास निधि समिति को तत्काल इस समिति का सदस्य भी नियुक्त करती है तथा इस प्रयोजन के लिए भारत सरकार के भूतपूर्व परिवहन एवं संचार मंत्रालय परिवहन विभाग (परिवहन पक्ष) की अधिसूचना संख्या का० आ० 628 दिनांक 17 मार्च, 1959 में निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना में क्रम संख्या 11 एवं सत्संधी प्रविष्टि के पश्चात् निम्नलिखित वाक्य जोड़ दिया जाय, अर्थात् :—

1.2 श्री गिरीश चन्द्र बूदेसिया, सचिव, नौवहन विकास निधि समिति।”

[का० सं० एम०डब्ल्यू०/एम०एस०डी० (52)/81—एम०डब्ल्यू०]  
अनुराग भटनागर, अवसर सचिव

#### MINISTRY OF SHIPPING AND TRANSPORT

(Shipping Wing)

New Delhi, the 22nd April, 1983

**S.O. 2062.**—In exercise of the powers conferred by sub-section (1) of section 15 of the Merchant Shipping Act, 1958 (44 of 1958) read with rules 3 and 9 of the Shipping Development Fund Committee (General) Rules, 1960, the Central Government hereby appoints Shri G. C. Kudaisya, Secretary, Shipping Development Fund Committee, also as a Member of the said Committee with immediate effect and for that purpose amends the Notification of the Government of India in the late Ministry of Transport and Communication, Department of Transport (Transport Wing) No. S.O. 628, dated 17th March 1959, namely :—

In the said Notification, after serial No. 11 and entries relating thereto, the following entry shall be inserted, namely :—

“12. Shri G. C. Kudaisya, Secretary, Shipping Development Fund Committee.”

[F. No. SW/MSD(52)/81-MD]

ANURAG BHATNAGAR, Under Secy.

#### रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 26 अप्रैल, 1983

का० आ० 2063.—भारतीय रेल अधिनियम, 1890 (1890 का अधिनियम 9) की धारा 82-ख द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा श्री ए० के० डे सेवानिवृत्त न्यायाधीश कलकत्ता उच्च न्यायालय, को 16-3-1983 को पूर्व रेलवे पर हावड़ा कारशेड के निकट बी० 114 डाउन पैसेंजर और एच-292 डाउन पैसेंजर गाड़ियों के बीच हुई टक्कर के परिणामस्वरूप उत्पन्न होने वाले सभी दावों को निपटाने के लिए दावा आयुक्त के रूप में नियुक्त करता है। उनका मुख्यालय कलकत्ता में होगा।

[सं० 83/ई(ओ) II/1/1]

हिम्मत सिंह, सचिव,

रेलवे बोर्ड एवं पदेन संयुक्त सचिव, भारत सरकार

#### MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 26th April, 1983

**S.O. 2063.**—In exercise of the powers conferred by Section 82-B of the Indian Railways Act, 1890 (Act IX of 1890), the Central Government hereby appoints Shri A. K. De, retired Judge of the Calcutta High Court, as Claims Commissioner to deal with all the claims arising out of the collision between B-114 DN. Passenger and H-292 DN. Passenger trains near Howrah car shed on Eastern Railway on 16-3-1983. His headquarters will be in Calcutta.

[No. 83/E(O)II/1/1]

HIMMAT SINGH, Secy.

Railway Board &  
ex-Officio Joint Secy. to the Govt. of India

**भारत तथा पुनर्वासि मंत्रालय**

(भारत विभाग)

आदेश

नई दिल्ली, 8 मार्च, 1983

कां०सां० 2064.—केन्द्रीय सरकार का राय है कि इससे उपाध्य अनुसूची में विनिर्दिष्ट विषय के बारे में कर्नाटक बैंक लिमिटेड, मंगलूर के प्रबंधक से सम्बद्ध एक औद्योगिक विवाद नियोजको और उनके कर्मचारों के बीच स्थित है; और केन्द्रीय सरकार उक्त विवाद का न्यायनिर्णयन के लिए निर्देशित करना वाछनीय समझती है;

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (i) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिनके पीठासीन अधिकारी श्री बी० एच० उपाध्याय होंगे, जिनका मुख्यालय बंगलूर में होगा और उक्त विवाद का उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है;

“क्या कर्मकार श्री एन०एम० आश्रित को कर्नाटक बैंक लि० में सेवा की अविविधता, बैंक की मजदूरी और बैंक की गदक शाखा में जुलाई 1972 से जुलाई 1979 तक की अवधि की सेवाओं के लिए देय वेतन में अंतर की बायीं गणि सहित कर्नाटक बैंक की सेवाओं में पुनः नियुक्ति की मांग न्यायोचित है? यदि हाँ, तो संबंधित कर्मकार किस अनुतोष का हकदार है?”

[एल०-12012/19/82-डी-4(ए)]

ए०के० साहामंडल, डैस्क अधिकारी

**MINISTRY OF LABOUR**

(Department of Labour)

**ORDER**

New Delhi, the 8th March, 1983

**S.O. 2064.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Karnataka Bank Limited, Mangalore and their workman in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby constitutes an Industrial Tribunal of which Shri V. H. Upadhyaya shall be the Presiding Officer with headquarters at Bangalore and refer the said dispute for adjudication to the said Tribunal.

**SCHEDULE**

“Whether the demand of the workman, Shri N. M. Ashrit, for reinstatement in services of the Karnataka Bank Limited with continuity of service, bank wages, and arrears of difference in emoluments due for the period of service from July 1972 to July 1979 at the Gadag Branch of the Bank is justified? If so, to what relief is the concerned workman entitled?”

[No. L-1201219/82-D.IV(A)]

New Delhi, the 20th April, 1983

**S.O. 2065.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workmen, which was received by the Central Government on the 14th April, 1983.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :  
CALCUTTA**

Misc. Application No. 12 of 1980  
Under Section 33A of the I.D. Act  
(Arising out of Ref. No. 57 of 1979)

**PARTIES :**

Mr. M. K. Ghose and 40 Others, 16L, Dover Lane,  
Calcutta-29—Applicants.

vs.

The Calcutta Port Trust, 15 Strand Road, Calcutta-1  
..Opp. Party.

**PRESENT :**

Mr. Justice M. P. Singh—Presiding Officer.

**APPEARANCES :**

On behalf of Applicants—Mr. M. K. Mitra, One of the  
Applicants.

On behalf of Opp. Party—Mr. D. K. Mukherjee, Industrial  
Relations Officer.

STATE : West Bengal.

INDUSTRY : Port

**AWARD**

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 dated 24 September 1980 by 41 employees of the Calcutta Port Trust alleging that during the pendency of Reference No. 57 of 1979 under Section 10 of the said Act in respect of an industrial dispute regarding duty hours, the Calcutta Port Trust has violated certain terms and conditions of service of the petitioners. The alleged violation, to mention some, includes deduction of pay, signing of attendance register, change in duty hours, over time allowance asking the petitioners to enter their names in A.D. M's Log books specifying their duty hours on each Sunday and National holiday etc. Before this Tribunal and complainants have confided their argument only to two matters : (a) increase in duty hours and (b) change in Sunday the weekly off day into some other day without permission of the Tribunal. The reference was disposed of on 5 January 1981. Now Section 33A under which this complaint has been filed runs as follows :

“Where an employer contravenes the provisions of Section 33 during the pendency of proceedings before a (Labour Court, Tribunal or National Tribunal), any employee aggrieved by such contravention, may make a complaint in writing, in the prescribed manner to such (Labour Court, Tribunal or National Tribunal) and on receipt of such complaint that (Labour Court, Tribunal or National Tribunal) shall adjudicate upon the complaint as if it were a dispute referred to or pending before it, in accordance with the provisions of this Act and shall submit its award to the appropriate Government and the provisions of this Act shall apply accordingly.”

On a perusal of the above it is clear that Section 33A is as good as a Reference under Section 10 of the Industrial Disputes Act and that the section will apply only when there has been contravention of Section 33 during the pendency of the reference before the authority concerned. It is further clear that only an employee aggrieved by the contravention can apply under this section.

2. The question to be decided thus in this case is (i) whether the employer contravened any of the provisions of Sec. 33 of the aforesaid Act during the pendency of Reference No. 57 of 1979 and (ii) if there was such contravention, whether its action was justified on merits. None of the parties

has adduced any ocular evidence before me. The complainants have filed one document (Ext. W-1) dated 8 November 1980. It is in the nature of a circular issued by the Dock Master to all Assistant Dock Masters stating that weekly off days were being granted to them and hence there will be no payment for work on weekly off days. This document is irrelevant in the present case because Assistant Dock Masters are not involved in the pending dispute in Reference No. 57 of 1979. Deputy Dock Masters and Assistant Dock Masters are not at all concerned with the main dispute in the said reference. The present complaint is quite vague inasmuch as it is not stated what clause of Section 33 of the Industrial Disputes Act has been contravened irrelevant statements have been made in the complaint. It is stated by the Port Trust that the letter dated 15-10-79 refers to an administrative decision communicated on 30-8-79 i.e. before the commencement of the proceedings before the Tribunal and as such the matter dealt with therein cannot be cited as contravention of Section 33 of the I.D. Act, that the rate of allowance payable to the Deputy Dock Master for work on Sunday for a full shift of 8 hours or a part thereof or for that matter any such allowance payable to other Class I Officers under the Harbour Master (Port) is not the subject matter of the dispute pending before the Tribunal in Reference No. 57 of 1979 and that by advising the applicants to enter their names in ADM's Log Book specifying the duty hours on each Sunday and National Holiday, no contravention of Section 33 of the I.D. Act has been made as the same is in no way connected with the dispute pending before the Tribunal.

3. In the present case that is not a single instance of contravention of any of the provisions of Section 33 on the part of the Port Trust. The complainant does not disclose as to how the dispute raised there in any manner connected with the main dispute in Reference No. 57 of 1979. No order of the Calcutta Port Trust has been produced to show that they have contravened any provisions of Section 33 in regard to any matter connected with the dispute to the prejudice of the concerned employees. The complainant does not state which employee was concerned with the dispute and in what manner and whether he became aggrieved by the alleged contravention has not been proved by any evidence. The complainants have not proved any act on the part of the Port Trust from which it can be said that they have contravened any provision of Section 33 and their act is unjustified on merits. It is a case of no evidence.

4. It is well settled that a complaint under Section 33A is maintainable only if the employer contravenes Section 33 of the Act. The complaint does not even state clearly as to what was the subject matter of the industrial dispute before the Tribunal in Reference No. 57 of 1979. In my opinion, it has no merit. The complaint is accordingly dismissed.

This is my award.

Dated, Calcutta,  
The 5th April, 1983

M. P. SINGH, Presiding Officer.  
[No. Z-20025/6/83/D.IV(A)]

**S.O. 2066.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 8th April, 1983.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA

Reference No. 19 of 1981

#### PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta.

AND

Their Workmen

#### PRESENT :

Mr. Justice M. P. Singh—Presiding Officer.

#### APPEARANCES :

On behalf of Employers—Mr. D. K. Mukherjee, Industrial Relation Officer.

On behalf of Workmen—Mr. A. K. Basu, President, Calcutta Berthing Service Association.

STATE : West Bengal

INDUSTRY : Port

#### AWARD

The Government of India, Ministry of Labour, by their Order No. L-32011(26)/80-IVA dated 6 April, 1981 referred the following dispute to this Tribunal for adjudication :

"Whether the management in relation to the Calcutta Port Trust, Calcutta are justified in denying the compensation to the Berthing Staff for working on National Holidays, at the rate of (a) 1/2 day's pay and a compensatory off or (b) 1-1/2 days pay, if compensatory off can not be granted, from 1st January, 1979 as recommended by the Agarwal Committee ? If not to what relief are the concerned workmen entitled ?"

2. When the case was taken up for hearing to-day, Mr. D. K. Mukherjee, appearing for the Port Trust, submitted a petition stating that the dispute has been settled by and between the parties and a 'no dispute' award be made in the matter. Mr. A. K. Basu, President of the Union also agreed and signed on the petition. In the circumstances stated above, I pass a "No dispute" award in the matter.

Dated, Calcutta,

The 31st March, 1983.

M. P. SINGH, Presiding Officer.

[No. L-32011/26/80/D-IV(A)]

New Delhi, the 23rd April, 1983

**S.O. 2067.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which was received by the Central Government on the 19th April, 1983.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL: CALCUTTA.

Reference No. 2 of 1981

#### PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta.

And

Their Workmen.

#### PRESENT :

Mr. Justice M. P. Singh ... Presiding Officer.

#### APPEARANCES :

On behalf of Employers Mr. D K Mukherjee, Industrial Relations Officer.

On behalf of Workmen Mr. Kamal Kumar Banerjee, Asstt. Secretary, with Mr. Paresch Bose, Assistant Secretary of the Union.

STATE : West Bengal

INDUSTRY : Port

## AWARD

By order No. L-32011/9/80-D.IV(A) dated 19 December 1980 the Government of India, Ministry of Labour sent the following dispute to this Tribunal for adjudication:

"Whether the management of Calcutta Port Trust, Calcutta are justified in denying the claim of the wages to the crews of Tug 'Mandodari' for the period from 19th April, 1977 to 8th June 1977. If not, to what relief are the concerned workmen entitled?"

2. In my opinion the answer to the issue should be in the affirmative. Admittedly the Engineer-in-charge of the vessel Tug Mandodari according to the class it belonged, to, should morning to the crews of the vessel to go to Haldia (see Ext M-1). The Crew 24 in number did not carry out that order. They did not go to Haldia. Admittedly the Tug Mandodari was intended to be deployed at Haldia. At Haldia they were required to assist ships in turning and toeing in the basin mostly during day hours. The case of the union is that as per rule according to class of vessels their manning capacity is determined. The Tug Mandodari according to the class it belonged, to, should be manned by 1.1/2 set of crews i.e. one normal complement and 50 per cent extra to assist and/or relieve those fatigues during the course of work. But at the relevant time 'Mandodari' had only one normal set of crews while the rest of the 4 Tugs, all meant for Haldia, had 1.1/2 sets of crews. It should be against the rule and susceptible to serious accident involving life and property to work with short staff i.e. less than 1.1/2 sets of crews. That while at shore a Tug of the kind mentioned above may have a normal set of crews but when at operational work it must have 1.1/2 set of crews otherwise it should run a risk of serious accident involving life and property. But they were not provided with sufficient manning strength. So the crew did not sail. It is clear that on their own case the Tug 'Mandodari' was not made operational. The crew struck work. The stoppage of work continued from 19th April, 1977 to 8 June 1977. The crew refused to carry out the order on the ground that the tug was short handed WW 1 H M Chakravarty, a driver has admitted in his evidence that they did not take the Tug Mandodari to Haldia for one month and 20 days. He says that this was due to shortage of staff. He has further said that the concerned workmen were not on strike during the period from 19 April 1977 to 8 June 1977, that they did maintenance work, attended store, outside dock bunkering of diesel oil, brought coal and water from one place to another and also performed all work as per order of the engineer. He said that all the work done by them had been entered in the Log Book of the Inland Master. The deposition of WW 2 Hanif, a Deck Tindal is similar. In the written statement however no details of work done have been mentioned except that they did maintenance work. I do not find any justification for refusal on the part of the 24 crew of the Tug Mandodari to carry out the order of the Engineer-in-charge. Undisputably the engineer-in-charge was the competent authority to give orders to the crew. The demand for additional hands could at best be a matter for consideration by the management but it could not be ground for disobeying the lawful order of the competent authority, namely the engineer-in-charge. The act of the crew, in my opinion, was an act of insubordination and indiscipline. It was not right for them to paralyse the work for no good reason. MW 1 S.K. Asthana an Assistant Engineer Superintendent has deposed that the tug was not short staffed for the purpose it was intended and that the manning of staff depended on the operational requirement of the tug. He has further said that there was no chance of accident taking place with one set of crew. From Ext. M-2 dated 20 April 1977 also it appears that the vessel was provided with adequate number of staff for the nature of duties intended to be carried out by the vessel at that time (see Ext M-5 also). In this view of the matter the contention of the Union that the Tug Mandodari was to be manned by 1.1/2 crews on 19-4-77 cannot be accepted as valid. It may be noted that depending on tidal conditions it would take only about 5 to 9 hours in going from Calcutta to Haldia. It is also to be noted that on 9 June 1977 the Tug Mandodari went from Calcutta to Haldia only with one set of 24 crews that it had from before, although with the understanding that 5 additional Acts that is one Inland Master, one IC driver

one Technical, one Electrician and one Seacunny will be provided to the Tug Mandodari (vide Ext. M-8 and W-6 dated 8-6-77) it was ultimately accepted too (vide Ext M-16). In the circumstances it cannot be said that the act of refusal committed by the concerned crew was justified from any point of view. The stoppage of work did tantamount to unjustified strike.

3. Shri K. K. Banerjee, the Assistant Secretary of the Union appearing for the workmen vehemently argued that proper maintenance of boiler etc. was made by the crew. But MW-1 says that from the correspondence nothing can be shown if the proper maintenance of boiler etc. was made. Even assuming that crew did what WW-1 and WW-2 says in their evidence, it is clear that it was not done as per any assignment of job entrusted to them by the management. In service Jurisprudence only that work can be recognised as valid and acceptable which is done in pursuance of the order of the Master. Any work done by an employee independently and after refusing lawful order of the competent authority is no work for the purpose of "wages".

4. The employees' consideration for wages is service (i.e. being ready and willing to serve), not the actual performance of work of his own choice by refusing to obey his superior. In the instant case Sri D K Mukherjee appearing for the CPT produced the Log Book maintained by the Engineer-in-charge. This Log Book of Tug Mandodari was produced as demanded by the Union before this Tribunal. This Log Book shows that there was complete stoppage of operational work in regard to the Tug Mandodari for one month and 20 days. I am inclined to accept the case of the Management in this regard. I hold that the concerned crew did not do any operational work for 1 month and 20 days. Their act was obviously illegal and unjustified. The CPT is a public utility service. They did not give any notice of strike to the CPT as required by Section 22 of the Industrial Disputes Act, 1947. So the strike was illegal. It follows that they are not entitled to any wages for that period on the principle of "No work, No pay", vide the case of Vikram Tamaskar & Others v. Steel Authority of India Ltd., 1982 Lab IC 909—1982 I LLJ 84, Sri K. K. Banerjee for the Union referred to the decision in M. K. Bose & Bank of India, 1977—2 LLJ 284 (Cal) and contended that the employers had no right of making any deduction from the salary on a pro-rata basis for the time during which the employee was absent from his desk and participated in demonstrations but in another Calcutta case of Algemeine Bank, Nederland V Central Government Labour Court, Calcutta, 1978 Lab IC 47 (Cal) Sabyasachi Mukherji, J, as he then was, expressly dissented from that view. In the circumstances I rely on the decision of Madhya Pradesh High Court (supra) and hold that 24 concerned crew are not entitled to any wages for the period of strike from 19 April 1977 to 8 June 1977. It will not be out of place to mention here that the 24 concerned workmen and even the union fully realized the weakness of their claim for wages. They entered into an agreement with the Management on 16 July 1977 (Ext M-9) which is as follows :

**"TERMS OF SETTLEMENT REACHED WITH  
THE CALCUTTA PORT SHRAMIK UNION.**

Whereas the crew of the Tug "Mondadori" did not carry out their operational work during the period 19-4-77 to 8-6-77 and Port Administration applied the principle of "No work No pay" to regulate the wages during the period.

Now therefore it is agreed as follows :-

1. That in order to mitigate the hardship of the crew of Tug "Mandadori" for non-receipt/partial receipt of wages from 19-4-77 to 8-4-77, the Management agrees to advance to each of the crew of Tug "Mandadori" an amount as shown against his name in the list attached as Annexure 'A'.
2. That the advance mentioned in item 1 above will be recovered in suitable easy instalments from the concerned crew commencing from sixth month from the date of receipt of the advance by the crew.

3. That the advance mentioned hereinbefore will be made to each member of the concerned crew on or before 20th July 1977.

The Union wished it to be placed on record that it intends to pursue the matter further in accordance with normal procedure."

From the above it is clear that the crew did not carry out any operational work during the strike period and that the Administration applied the principle of "No work, No pay" and gave them ad hoc advance to be repaid in instalments. The Union did not then press for payment of wages. Sri K.K. Banerjee submitted that under the last portion of the agreement the Union was free to pursue the matter in further in accordance with normal procedure. In my opinion that clause does not affect the central fact that the Union did not then press any claim for getting wages. They rather accepted the advance and settled the dispute. They impliedly agreed by acquiescence not to claim the wages in question. Not only that. It appears from statement (Ext M-16) of the ALC dated 11-8-77 that as regards the wages for the period 19-4-77 to 8-6-77 it was stated that there was a settlement at bilateral level on 16-7-77, and the payment was also made to the workers on 20-7-77 and the dispute was dropped. This statement by ALC(C), Calcutta was made when representatives of both parties were present. Thus, the claim for wages for the strike period, seems to be settled by the Settlement dated 16 July 1977.

5. Sri K. K. Banerjee argued that reduction of manning scale of Tug Mandodari constituted a violation of Section 9A of the Industrial Disputes Act I do not agree. It appears that the Union was insisting from 19-4-77 that the class of vessels to which the Tug Mandodari belonged was manned by 1.1/2 crews and any reduction of the manning scale would constitute a violation of Section 9A of the I. D. Act (vide the letters of the Union Exts W-4 dated 21-4-77 Ext W-5 dated 26-4-77 and W-7 dated June 20, 1977). I do not agree with this contention. There was no question of any change in the conditions of service. One set of crew of 24 in number had provided from before, 5 additional hands were sanctioned later. The contention is rejected.

6. On a consideration of the materials on record and of the submissions made by the parties I am of the opinion that 24 concerned workmen did no operational work during the period of strike from 19 April 1977 to 8 June 1977 and hence on the principle of "No work, No pay" they are not entitled to any wages for that period.

7. My concluded award, therefore, is that the management of the Calcutta Port Trust, Calcutta are justified in denying the claim of the wages to the crews of the Tug Mandodari for the period from 19 April 1977 to 8 June 1977. It follows that the concerned workmen are not entitled to any relief.

M. P. SINGH, Presiding Officer

[No. L-32011/9/80/D-IV(A)]

A. K. SAHAMANDAL, Desk Officer

Dated, Calcutta,

The 12th April, 1983.

### आदेश

नई दिल्ली, 17 मार्च 1983

का० प्रा० 2068.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में स्टेट बैंक आफ इंडिया, मद्रास के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10

की उपधारा (i) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री टी० अरुल राज होंगे, जिनका मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

### अनुसूची

"क्या भारतीय स्टेट बैंक की, बैंक के स्थानीय मुख्यालय, मद्रास की श्रीमती जी० पार्वती झाड़ूकण को मई, 1979 से रोजगार देने से इंकार करने को कार्रवाई न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है।

[सं० एल०-12012/30/82-डी०-2(ए)]

### ORDER

New Delhi, the 17th March, 1983

S.O.2068.—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of State Bank of India, Madras and their workman in respect of the matter specified in the Schedule hereto annexed ;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri T. Arul Raj, shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

### SCHEDULE

"Whether the action of the State Bank of India in denying employment to Smt. G. Parvathi, Sweeper, Local Head Office, of the Bank, Madras with effect from May, 1979 is justified? If not, to what relief is the workman concerned entitled?"

[No. L-12012/30/82/D-II(A)]

### आदेश

नई दिल्ली, 30 मार्च 1983

का० प्रा० 2069.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में मालाप्रभा ग्रामीण बैंक, हस्तिमास्तुर के प्रबंधन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है।

अतः अब केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० एच० उपाध्याय होंगे, जिनका मुख्यालय बेंगलूर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।



## अनुसूची

“क्या मालाप्रभा ग्रामीण बैंक के प्रबंधतंत्र की 6-1-82 से हटिमत्तूर शाखा के कल्पतरु निक्षेप संग्रहकर्ता अभिकर्ता श्री एम० एल० देसाई का सेवा समाप्त करने की कार्रवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुतोष का हकदार है?”

[सं० एल- 12012/34/82-डी० II (ए)]

## ORDER

New Delhi, the 30th March, 1983

**S.O.2069.**—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Malaprabha Grameena Bank, Hattimattur, and their workman in respect of the matter specified in the schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri V. H. Upadhyaya shall be the Presiding Officer, with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

“Whether the action of the management of Malaprabha Grameena Bank in terminating the services of Shri M. L. Desai, Kalpataru Deposit Collector Agent at their Hattimattur Branch with effect from 6-1-82 is justified? If not to what relief is the workman entitled?”

[No. L-12012/34/82-D.II(A)]

## आदेश

**का० प्रा० 2070:**—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में कावेरी ग्रामीण बैंक, मैसूर के प्रबंधतंत्र से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निदशित करना वांछनीय समझती है;

अतः अब केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री बी० एच० उपाध्याय होंगे, जिसका मुख्यालय बंगलूर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करती है।

## अनुसूची

“क्या कावेरी ग्रामीण बैंक मैसूर के प्रबंधतंत्र की तारीख 1-11-79 से श्री एस० परमेश्वर, क्षेत्र सहायक की सेवाएं समाप्त करने की कार्रवाई न्यायोचित है यदि नहीं तो कर्मकार किस अनुतोष का हकदार है?”

[सं० एल०-12012/101/82-डी०-II(ए)]

## ORDER

**S.O.2070.**—Whereas the Central Government is of the opinion that an industrial dispute exists between the employers in relation to the management of Cauvery Grameena Bank, Mysore and their workman in respect of the matter specified in the schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri V.H. Upadhyaya shall be the Presiding Officer, with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

“Whether the action of the management of Cauvery Grameena Bank, Mysore, in dismissing from service Shri S. Parameswara, Field Assistant, with effect from 1-11-1979 is justified? If not, to what relief the workman is entitled?”

[No. L-12012/101/82-D-II(A)]

New Delhi, the 16th April, 1983

**S.O.2071.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the Reserve Bank of India, Kanpur, and their workmen, which was received by the Central Government on the 13th April, 1983.

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

Reference No. LD. No. 54 of 1979

In the matter of disputes between:

Shri H. D. Singh,  
resident of 146/10, Labour Colony,  
Babu Purwa, Kanpur.

AND

Reserve Bank of India Kanpur.

PRESENT:

Shri O. P. Singla, Presiding Officer

APPEARANCES:

For the Workman—Shri R. N. Srivastava.

For the Management—Shri S. K. Tandon and Shri N. B. Sundaram.

## AWARD

The Central Government vide Order No. L-12012/25/79-D-II A dated 19th September, 1979 made the following reference for adjudication of the dispute to this Tribunal:—

“Whether the action of the Management of Reserve Bank of India, Kanpur, in striking off the name of Shri H. D. Singh from the list of approved Tikka Mazdoors from July, 1976 is justified and legal? If not, to what relief the workman in question is entitled?”

2. Shri H. D. Singh was employed by the Management as a Tikka Mazdoor vide Memorandum No. 6602 dated 30th April, 1974 and the conditions and terms of that engagement of his were defined in the Memorandum marked as Annexure 'A', dated 30-4-1974.

3. Shri H. D. Singh was offered appointment of a Part-time Mazdoor and was to call at the office of the Bank everyday at 9.30 A.M. to ascertain whether or not he would be offered employment on that day and for each day of his employment he was to be paid Rs. 3 as a consolidated daily

wage. It was provided that, in case he had not presented himself for employment on five consecutive working days without first having prior permission, his appointment was liable to be terminated without any notice. Any statement, declaration or information made by him, if found false, could lead to termination forthwith. The appointment did not confer on him any right for temporary post or permanent post in the Bank-service.

3. Shri H. D. Singh, in his Claim-Statement, pleaded that he presented himself for duty in Reserve Bank of India daily, but, for reasons best known to the Management of the Bank, he was employed only for four days in the year 1974. In the year 1975, he was given work only for 154 working days, and in the year 1976 for 103 days upto July, 1976 when his name was removed from the list of Tikka Mazdoors.

4. The case of Shri H. D. Singh is that he was an under-Matriculate when he had applied for the job of Tikka Mazdoor in Reserve Bank of India, but, after entering the Bank-service, for his better prospects, he passed Matriculation in the year 1975. During conciliation proceedings, it was revealed that his passing Matriculation examination was the reason for striking off his name from the list of Tikka Mazdoors in July, 1976. He had passed Matriculation in the year 1975, and he had been allowed to continue to work by the Bank till July, 1976.

5. It is asserted by Shri H. D. Singh that the declared—policy of the Central and State Governments is to remove illiteracy, but the Management of Reserve Bank wished that only non-matriculates should work as Tikka Mazdoors, which policy was, on the face of it, against the policy of the Central and State Governments, and this policy was applied to him with discrimination, and other employees who were also matriculates were retained in service and he was turned out. He claimed that he was not surplus and no retrenchment-compensation was paid to him at the time of striking off his name as a Tikka Mazdoor. On the other hand, most of the Tikka Mazdoors were confirmed and their services regularised according to the seniority. He pleaded that he was victimised by the Management of the Bank and sought relief of being absorbed in regular service of the Reserve Bank of India Kanpur, with continuity of service, full payment and all other benefits for the intervening period.

6. The Management of Reserve Bank raised preliminary objections to the reference. It was urged that the dispute referred to the Tribunal was not an 'Industrial dispute' as defined in Clause (k) of Section 2 of the Industrial Disputes Act, 1947. The dispute being an individual dispute was not covered by Section 2-A of the Industrial Disputes Act, 1947, and had not been espoused by any trade union of Class IV employees of the Bank, for conversion of an individual dispute into an 'Industrial dispute'.

7. On merits, it was pleaded that Tikka Mazdoors were not regular employees of the Bank. They were purely casual-labour, to whom the employment was offered for a particular day if there was work on that day. The Cash Department of the Reserve Bank at different centres maintained a rank of Tikka Mazdoors. The reason was that the Coin/Note Examiners on a particular day could not do their work unless they were assisted by mazdoors, and the ratio was one Mazdoor to 4 Coin/Note Examiners. Whenever the number of Mazdoors required at a particular day warranted the services of Tikka Mazdoors, he was employed, otherwise the Bank had regular Mazdoors who were full-time employees to provide for the contingencies of staff.

8. Shri H. D. Singh was non-Matriculate when he was employed on 29-3-1974, and he passed the Matriculation Examination in the year 1975. The Bank took a decision in October, 1973 to debar matriculates for appointment to Class IV posts in the Bank. It was for this reason that Shri H. D. Singh was refused work after July, 1976, because he was not eligible for appointment to Class IV posts in the Bank-service being a Matriculate. It was said to be discretionary with the Bank whether or not to offer him work, and the order of the Reserve Bank, Kanpur, in striking off his name from the list of Tikka Mazdoors was legal and justified.

9. The name of Shri H. D. Singh could not be kept in List I for appointment as Mazdoors on regular basis, because he had not worked for 240 days in any one year, and he did not fulfill the conditions imposed by the Management of at least 240 days of daily wage service during the twelve calendar months preceding the date of preparation of the list. The case of Mr. H. D. Singh was said to be one where no relief could be given to him.

10. The following issues were framed on 23-2-1980:—

1. Whether the matter referred to is not an Industrial Dispute on the grounds alleged?
2. As in the order of reference?

The evidence of the parties have been recorded and the arguments, written and oral, have been examined.

11. There is a decision of the Industrial Tribunal, Calcutta, dated 3rd December, 1979 in Reference No. 14 of 1977 relating to dispute between the Reserve Bank, Calcutta and their workmen, where the Tribunal held that the 'Badli Workmen' could be deemed to be workmen on these days only, when they are actually appointed in the posts of permanent workmen or probationers, who were temporarily absent, and such casual workers ceased to be workmen after the work was finished or the period for which they were employed had run out. For this reason, the reference was said to be not an industrial dispute. It was further ruled that the casual worker could not be transformed into permanent workman.

12. That Tribunal also examined the representative-character of the Union espousing the dispute, and it was found that the Trade Union, which sponsored the dispute, lacked representative character, and the dispute was held to be not an 'Industrial dispute'.

13. In the present case also, the dispute referred to this Tribunal has not been sponsored by any representative trade union, and the dispute does not appear to be a dispute covered by Section 2-A of the Industrial Disputes Act, 1947, and the preliminary objection raised by the Management is meritorious.

14. However, the workman would fail on the merits of his case also, because Section 25(F) of the Industrial Disputes Act, 1947 would not apply to him, and he cannot swim into the harbour of that Section to get relief. Only a workman who has been in continuous service for one year can claim the benefit of that Section, and one year continuous service under Section 25(b) of the Industrial Disputes Act, 1947 must mean at least 240 days service in that year. This workman had not worked for 240 days in any year.

15. Further, the Management of the Bank took a rational decision to classify Tikka Mazdoors into those who had rendered 240 days service in the year preceding their decision of July, 1976, and those who had not completed 240 days service. When the Management of the Reserve Bank makes a classification depending upon the criterion contained in the Industrial Disputes Act, 1947 itself, the action of the Management cannot be said to be arbitrary or malicious or vindictive.

16. It may be unfortunate that Shri H. D. Singh could not get employment for 240 days in any of the years from 1974 to 1976, but the action of the Management in classifying Tikka Mazdoors, into those who had completed 240 days service in a year and those who had not, for regular absorption in the Bank-service cannot be said to be arbitrary or vindictive, calculated to damages to Shri H. D. Singh. The action of the Management in making the classification of Tikka Mazdoors for regular absorption in the Bank appears to be rational and proper, and Shri H. D. Singh could not be continued and regularly absorbed, for want of 240 days service with the Bank in any one year. Shri H. D. Singh is not entitled to any relief, apart from the fact that the reference made to this Tribunal by the Central Government suffers from the defect of non-espousal of the case of Shri H. D. Singh by any representative-Union. The action of the Reserve Bank of India, Kanpur, in not giving regular appointment to Shri H. D. Singh is held to be legal and proper, and his name could be struck off from the list of approved Tikka

Mazdoors in terms of a proper and justifiable policy followed by the Management of the Reserve Bank of India, Kanpur. Mr. H. D. Singh is held not entitled to any relief.

The award is made in the above terms.

Dated : 5-4-1983.

O. P. SINGLA, Presiding Officer.

Further ordered that the requisite copies of this award be forwarded to the Central Government for necessary action at their end.

Dated : 5-4-1983.

O. P. SINGLA, Presiding Officer.  
[No. L-12012(25)/79-D.II.(A)]

**S.O.2072**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the Allahabad Bank, Calcutta and their workman, which was received by the Central Government on the 12th April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/21 of 1982

PARTIES :

Employers in relation to the management of Allahabad Bank, Calcutta,

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri M. H. Sarbadhikari, Chief Law Officer.

For the Workman—(1) Shri H. D. Patel, (2) Shri V. C. Daga, Advocates.

INDUSTRY : Banking STATE : Maharashtra

Bombay, the 24th March, 1983

AWARD

By Order No. L-12012(61)/81-D.II(A) dated 16-3-1982 the following dispute between Allahabad Bank on one side and Cash Clerk namely Shri K. N. Pandey on the other has been referred under Section 10(1)(d) of the Industrial Disputes Act, which dispute is the result of the order of termination of the services of the Cash Clerk with effect from 13-3-1973 :—

“Whether the action of the management of Allahabad Bank in relation to their Chandrapur Branch, Chandrapur (Maharashtra State) in terminating the services of Shri K. N. Pandey, Cash-Clerk, with effect from 13-3-1973 is justified? If not, what relief is the workman concerned entitled to?”

2. At Ex. 3/W the workman has filed statement of claim where it is contended that at the time of initial application for appointment as Cash-Clerk, though Shri Pandey is a graduate which fact was known to the appointing authority namely the Treasurer, on the advice and instructions of the said Treasurer the minimum required educational qualification was stated in the application dated 31-3-1970, bearing in mind the requirements of the Bank. It is alleged that graduation was never a disqualification for Cash-Clerk. Subsequently on abolition of the post of Treasurer when the Bank became the employer of the staff working in the Cash department a fresh application dated 12-11-1970 was submitted by the workman as a result of which he was posted at Jhansi Branch and then by order dated 20-4-1972

his posting was made as cashier on probation and was posted at Nagpur Branch where he worked for 52 days on probation. Subsequently Shri Pandey was transferred to Chandrapur Branch in pursuance of the letter dated 12-5-1972. The contention of the workman is that on expiry of the period of probation of six months as he was allowed to continue in the service he shall be deemed to have been confirmed and thus became a permanent employee. It is alleged that when another application dated 12-5-1972 was submitted mentioning the real qualification, the Bank had called for explanation regarding his true educational qualification when the fact that the graduation was not mentioned in the initial application at the suggestion of the Treasurer was mentioned, which according to the workman was not concealment of material fact since higher educational qualification can never be a disqualification. However, on receipt of the explanation dated 5-9-1972 submitted by the employee, by an order dated 12-3-1973 the services of Shri Pandey were terminated in violation of the bipartite settlement as well as without following the principles of natural justice. The workman complains that this action of the Bank is punitive in nature since the foundation of the alleged termination or alleged misconduct stated to have been committed by the workman. It is further stated that the action amounts to dismissal from services of a permanent employee without following the requisite procedure. He further complains that the punishment imposed upon him was harsh and disproportionate to the alleged misconduct. It is further alleged that the termination is also in violation of the provisions of Section 25F of the Industrial Disputes Act since no retrenchment compensation etc. was paid at the time of termination. The workman then says that when attempt was made to get a reference under Section 10(1)(d) of the Act, the said attempt failed as the appropriate Government refused to make any reference as a result of which the workman had to approach the High Court in Special Civil Application No. 516 of 1974 wherein by an order, writ of Mandamus was issued, and ultimately the present reference came to be made. The workman seeks that the order of termination should be quashed and he should be ordered to be reinstated with all ancilliary benefits.

3. By their written statement Ex. 4/M it is pleaded on behalf of the Bank that Shri Pandey deliberately suppressed the material fact of his education qualifications and when his explanation was sought his guilt was admitted leaving no necessity for holding enquiry. It is further contended that the order of termination is discharge simpliciter without attaching any stigma which was passed because of loss of confidence in exercise of the powers vested in the Bank. It is alleged that to the knowledge of Shri Pandey, a graduate can never be eligible to be appointed as a Cash Clerk and therefore the suppression of the fact of graduation and reference to the qualification as Intermediate amounts to misrepresentation of fact. It is then alleged that the employee was not entitled to any compensation under Section 25F of the Act since his case was not governed under Section 2(oo) of the Act.

4. At Exhibit 8/W there is the rejoinder filed on behalf of the workman where all the contentions were reiterated and the action of the Bank was described as mala-fide, and colourable and amounting to victimisation.

5. On the strength of these pleadings the following issues arises for determination and my findings thereon are :—

| ISSUES  | FINDINGS                |
|---|-------------------------|
| (1) Whether the suppression of the fact that Shri K. N. Pandey was a Graduate amounted to a fraud on the Bank?  | No                      |
| (2) If yes whether the relationship of employer-employee was validly created?   | Yes                     |
| (3) If not whether the employee can claim any relief?   | Does not arise          |
| (4) What was the status of Shri Pandey? Whether he continued as a probationer on expiry of the period of probation of he stood automatically confirmed? | Automatically confirmed |
| (5) If he was held to be a probationer, whether the services were properly and validly terminated?  | Does not arise          |

- (6) If the finding on the earlier issue is that he stood automatically confirmed, whether the relationship of employer-employee validly and properly severed? No
- (7) Whether the order of termination is valid or legal? No
- (8) If not to what relief or reliefs the employee is entitled: As per award.

### REASONS

6. Even though in the written statement the Bank pleaded the termination to be discharge simpliciter on payment of one month's pay but at the time of arguments it was conceded that the termination was in fact an order of dismissal and therefore since it was not retrenchment as to attract the definition of Section 2(oo) of the Act, it was not incumbent on the Bank to follow the procedure under Section 25F, of the said Act though the workman as on 13-3-1973 had put in more than one years' continuous service as defined under Section 25B and 25F of the Act. It seems that on his application dated 12-11-1970 initially the workman was working for a temporary period but by order dated 20-4-1972 he was appointed on probation for six months and from the said date he continuously worked till the date of termination on 12-3-1973 i.e. having put in more than 240 days of service during the relevant year. However since though the Bank described in its plea the termination as discharge simpliciter, but conceded the same to be dismissal the provisions of Section 25F would not be attracted and only question for determination would be whether the order amounted to dismissal for misconduct and whether the same was justified.

7. Had the Bank not conceded this position even then the order of termination dated 12-3-1973 which is on record as document No. 21 with the list dated 10-8-1982 clearly casts a stigma and anybody reading the same would have easily noticed the real ground on which the severance of relationship was brought about. It is stated that on examination of the case the Bank came to the conclusion that the workman had deliberately concealed the fact that he was a graduate and thus got himself appointed through such concealment of the material facts knowing full well that as Graduate he was not eligible for such appointment. All these averments incorporated in the order of termination amounts to order of dismissal on account of misconduct and probably realising this position the plea of discharge simpliciter on the ground of loss of confidence was abandoned and the Bank adhered to the plea of dismissal.

8. Once this position is realised the question for determination would be whether really the Cash Clerk was guilty of any misconduct. We have up till now seen that the charge of misconduct was on the ground that he concealed the fact of being graduate at the relevant time and this according to Bank was done with a view to secure the service. Against this the version of the employee is that the Treasurer who initially in the year 1970 appointed him as Cash Clerk in exercise of the powers then vested in him was posted with the fact of graduation but at his suggestion the original application which gave out the fact of graduation, was taken back and a fresh application was submitted stating the educational qualification as Intermediate. It is therefore urged that there could not be any concealment when the Treasurer was in the know of things. In the first place there is nothing on record to show that the Treasurer was in fact made aware of the real educational qualification. No attempt seems to have been made to examine him nor the application at S. No. 1 along with the list above mentioned, alleged to have been submitted initially and alleged to have been returned back to the employee bears any endorsement to the said effect. But assuming that the Treasurer was aware of the real qualification and that at his instance the educational qualifications were shown as intermediate so that the difficulty alleged to be subsisting in the path of the graduate for being appointed as Cash Clerk could overcome, still it would mean that the Treasurer colluded with the workman and both together acting in hand in glove played fraud on the Bank. The defence therefore that the Treasurer was in the know of things in case it amounted to fraud, cannot extricate the employee from the circumstances created by him.

9. The material question therefore which poses for determination is whether the Bank had laid down at any time that the graduate would never be appointed to the post of Cash Clerk. If the particular issued speaks accordingly and if the graduation was declared to be a disqualification, certainly the Bank's case would be fortified otherwise not. The Bank was at liberty to lay down its own educational qualification. In this regard along with the list dated 22-3-1983 the Bank has brought on record two circulars dated 23-7-1962 and 1-6-1972 and another document showing the standards of qualification allowed by the Allahabad Bank to candidates for various categories of posts. The circular which deals with the recruitment says that it has been decided to raise the minimum education qualification for entrance to the clerical cadre to graduation from a recognised University other conditions of recruitment remaining as hitherto. It is further stated that applications from candidates who have not graduate will not be entertained. It is further stated that higher educational qualifications will not apply to those candidates whose names were already on the approval list etc. Annexure there is a copy of another circular Staff No. 6/23/414 dated 1-6-1972 prescribing qualifications and conditions for employment of temporary cash clerks. Para 1 says that the candidate must be at least a Matriculate but not graduate will not be entertained. It is further stated every reason to believe that this circular governs the cases of relative of the employees who had put in 8 years' service on the Bank's permanent roll. It was expected of the Bank to cover the cases of such relatives and not outsiders. Therefore when it was laid down it must be for relative and the only inference possible is so far as the relative of the employees are concerned only those who must be at least a matriculates and not graduate were made eligible but this circular would not govern others atleast there is nothing on record even in the case of outsiders and non-relative the same educational qualifications were laid down. On the contrary as seen from the circular dated 23-7-1962 the Bank felt the need to raise the educational qualification for clerical staff.

10. Even the first document indicating the qualifying standards does not anywhere lay down that the graduation was a disqualification for clerks or cash clerk. In the case of Typist we find that there is an underlined sentence 'Graduates are not eligible' which clause is saliently absent in the case of other categories like officer-cadre and clerical cadre. It may be that qualification in the case of cash clerk was an undergraduate with minimum 50 per cent marks in School Final or Higher Secondary but it does not mean that graduation was a disqualification as we have seen in the case of typist. If Shri Pandey was considered for the post of Cash Clerk we will have to see whether for the post of Cash Clerk or clerks graduation was stated to be qualification. In this connection we find in the case of officers the candidates should have first or higher second class in Degree, while the clerical candidates were expected to be graduates with 50 per cent marks in aggregate or honours graduates or even post-graduates from a recognised University. This would not mean that an officer who had post-graduate degree or higher qualification was not entitled for appointment. What the Bank seems to have laid down is what should be minimum education qualification and since in the case of relatives or in the case of typist graduates were declared to be not eligible no such inhibition was laid down for other categories. There is therefore greater force in the contention of the employee that graduation was never a disqualification and once this fact is appreciated, assuming that the said fact was suppressed, it would never amount to suppression of material fact thus amounting to misconduct. Might be because of wrong notion or impression the Treasurer might be carrying, it was thought that under graduate has a better chance for appointment than the graduate or it might be that the Treasurer might have thought that he cannot deal with the graduate, the qualification was stated to be Intermediate pass but unless the said act can be said to be a misconduct, no punitive action or disciplinary action is permissible. Under paragraph 19.5 of the Bipartite Settlement of the year 1966 various misconducts have been laid down and only clause which may come near is clause (j) where it is stated that doing any act prejudicial to the interest of the bank amounts to gross-misconduct. Suppression of the fact of graduation when the rules never prohibited the graduates from applying for the post of Cash Clerk can never be any act prejudicial to the interest of the bank.

If graduates poses as non-graduates, there is nothing prejudicial to the interest of the Bank and therefore the act on the part of the employee concerned cannot come within the purview of the definition of gross-misconduct and once this conclusion is arrived at, no punishment by way of dismissal without notice etc. could have been imposed as laid down in paragraph 19.6 of the Bipartite Settlement.

11. Once this conclusion is arrived at and once it is found that no order of dismissal could be passed if there was no proof of any misconduct, the order of termination amounting to dismissal must be quashed.

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12. The Manager of Western Zone in his evidence says that no graduate would have been appointed as Cash Clerk but when he was asked whether there is any circular in this regard, whatever was available was submitted along with the list dated 22-3-1983 which circulars have been already referred to and the impression which seems to be held by the Manager as well as by the Bank is not supported by the real facts. The Bank could have laid down that for lower posts persons having higher educational qualification should not apply but unless such a ban is imposed no employee can be held to have committed misconduct merely on the strength of the impressions gathered. It is true that in his explanation Shri Pandey has put forth his version as to why he suppressed the fact of graduation but even treating it to be an admission, since the very base namely the ban as tried to be pleaded is non-existing the admission though against the interest of the workman amounting to confession dispensing with the requirements of a formal enquiry, does not advance the case of the Bank.

13. It is true that 11 years have elapsed from the time the order of termination but it seems that it is not the fault of the workman that such a long period was elapsed because he was striving even for getting the order of reference. Even if his case falls under Section 2A of the Industrial Disputes Act the matter could not have been accelerated but a reference from the Government under Section 10(1)(d) of the Industrial Disputes Act was necessary. However, since there are no latches on his part and since the order of termination is found to be illegal in the absence of very proof of misconduct without which no disciplinary action could have been taken, and since the Bank's order is being quashed only legal order which will follow is to order reinstatement with all back wages. There is no substance in the charge of loss of confidence in the employee. In the year 1980 when there were similar instances brought to the notices of the Bank the only action taken was to stop one increment which shows that the plea of loss of confidence and the resultant severance of relationship carries no force.

14. Shri Pandey admitted that he had earned Rs. 1200 by way of working as L.I.C. Agent but besides this throughout the period he remained unemployed, though he tried. Having regard to the order of termination if his efforts to secure service failed, it was not something strange. The Bank has also not adduced any evidence that Shri Pandey was in the service namely employed during this period. The only effect of the admission of earning Rs. 1200 shall be to deduct the said amount from the amount payable to him.

Award accordingly

No order as to costs.

M. A. DESHPANDE, Presiding Officer  
[No. L-12012(61)/81-D.II(A)]

New Delhi, the 18th April, 1983

S.O. 2073.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the Bank of Baroda, Pune, and their workmen, which was received by the Central Government on the 14th April, 1983.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, BOMBAY

PRESENT :

Shri M. A. Deshpande, Presiding Officer

Reference No. CGIF-2/7 of 1982

## PARTIES

Employer in relation to the management of Bank of Baroda.

AND

Their Workman

## APPEARANCES

For the Employer.—Shri R. B. Pitale, Officer of Bombay Chamber of Commerce & Industry.

For the Workman.—Shri D. J. Bhanage, Advocate.

INDUSTRY : Banking

STATE : Maharashtra

Bombay, the 30th March, 1983

## AWARD

(Dictated in the open Court)

By order No. L-12012/223/80-D-II(A) dated 19-1-1982 the Central Government has referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of the management of Bank of Baroda in relating to its Wadia College Branch at Pune in terminating the services of Shri S. P. Kamat with effect from the 20th February, 1979 is justified ? If not, to what relief is the workman concerned entitled ?”

2. The incident which has given rise to the present dispute occurred on 1-11-1977 when Shri S. P. Kamat, the employee concerned while serving in the Wadia College branch, Pune as a clerk, is stated to have made credit entry of Rs. 60 in the Bank ledger and in the pass book of Shri D. V. Joshi. It seems that this entry was without any actual credit as result of which when the accounts were tallied sometime in the month of March, 1978 by the Manager corrections were required to be made and relevant entries scored out.

3. On 23-3-1978 the Agent or the Manager of the Bank that is the Wadia College Branch issued a Memo. to the clerk calling for his immediate explanation in response to which Shri Kamat has submitted his explanation on 25-3-1978, on going through which the Agent or the Manager warned the going through which the Agent or the Manager warned the clerk and the matter ended there. Subsequently, however another explanation was called for by the superior in reply to which on 14-8-1978 Shri Kamat submitted another explanation but in pursuance of the resolution dated 19-12-1978 the services of Shri Kamat were terminated by notice dated 20-2-1979 stating that the same was effected under para. 522(1) of the Sastary Award by payment of three months salary and allowances in lieu of notice. As an abundant precaution the Bank also paid retrenchment compensation in terms of Section 25F of the Industrial Disputes Act.

4. This termination as already stated gave rise to the present dispute. On behalf of the workman there is statement of Claim at Ex. 3/W filed by Shri S. P. Kamat himself whereby he is challenging the alleged discharge on the ground as illegal, unjustified, arbitrary, unilateral and colourable exercise of powers without giving proper opportunity to show cause and that by not following the principles of natural justice the workman has been dismissed from service under the disguise of discharge simpliciter. It is alleged that all the entries in question were made by the workman and therefore the mistake was unintentional and that there was no intention to defraud the bank. The order of termination therefore is being challenged and lastly it is urged that the order which amounts to dismissal is harsh and needs intervention at the hands of the Tribunal.

5. The Bank has filed written statement at Ex. 2/M challenging the locus standi of the Union to espouse the cause of the workman but this attempt and the right of the workman to prosecute the matter, the grounds urged by the Bank while challenging the reference and the status of the Union in question have been decided by order 20-10-1982 requiring no repetition. After referring to the incident of Rs. 60 the contention of the Bank is what the termination was by way of discharge simpliciter effected on the ground of loss of confidence and that it did not amount to retrenchment but by way of abundant precaution retrenchment compensation was also offered and paid. In this way the allegation that the termination amounted to punitive action have been refuted and the order of termination is tried to be justified on the ground of alleged legality.

6. On the above pleadings the following issues arise for determination and my finding, thereto are—

| ISSUES   | FINDINGS                       |
|--|--------------------------------|
| 1. Whether the dispute referred to is not an industrial dispute as contended by the Bank?  | Order is already passed        |
| 2. Whether the Bank could terminate the services of Shri S.P. Kamat for the alleged misconduct, on the ground of loss of confidence? | No                             |
| 3. Does it amount to dismissal, or retrenchment?   | Colourable exercise of powers. |
| 4. If it is retrenchment whether it was validly effected?  | Does not arise.                |
| 5. If not is the workman entitled to any relief?   | Yes                            |
| 6. Has the Civil Court's order passed in the petition filed by the workman any effect on the present proceeding?                     | Not pressed.                   |
| 7. What award?   | As per award.                  |

#### REASONS

7. It is already noticed that when on one hand the order of termination dated 20-2-1979 Ex. 11/M is stated to be an order in terms of para. 522(1) of Sastry Award, a termination simpliciter on the grounds of loss of confidence, the workman on the other hand attacks it as bad in law and colourable exercise of the powers and that in fact it amounts to an order of dismissal without enquiry and without giving any opportunity and thus violating the principles of natural justice. Consequently the circumstances leading to the order will have to be proved into and on X-raying them what is the real nature shall have to be determined.

8. While dealing with similar matter in *L. Michael and another Vs. M/s. Johnson Pumps India Ltd.* reported in 1975 (1) LLJ, page 262 their Lordship of Supreme Court have laid down the law in this regard when on one hand on the allegation is that it is a discharge simpliciter on the ground of loss of confidence, while the other side complains the same to be dismissal. The Lordships held in such circumstances that the Tribunal has power and indeed the duty to X-ray the order and discover its true nature, if the object and effect, if the attendant circumstances and the ulterior purpose is to dismiss the employee because he is an evil to be eliminated, but if the management, to cover up its inability to establish by an enquiry, illegitimately but ingeniously passes an innocent-looking order of termination simpliciter, such action is bad and is liable to be set aside. While discussing the loss of confidence it was held that it is no new armour for the management otherwise, security of tenure, ensured by the new industrial jurisprudence and authenticated by a catena of cases of this Court can be subverted by this new formula. It was then observed that loss of confidence is often a subjective feeling or individual

reaction to an objective set of facts and motivations. The Court is concerned with the latter and not the former, although circumstances, may exist which justify a genuine exercise of the power of simple termination. Lastly it has been held that an employer, who believes, or suspects that his employee, particularly one holding a position of confidence, has betrayed that confidence can, if the conditions and terms of the employment permit terminate his employment and discharge him without any stigma attaching to the discharge but such belief or suspicion should not be a mere whim or fancy. It should be bonafide or reasonable and must rest on some tangible basis and the powers, has to be exercised by the employer objectively, in good faith which means honestly, with due care and prudence. Lastly it was observed that if the exercise of such powers is challenged on the ground of being colourable, or mala fide or an act of victimisation or unfair labour practice, the employer must disclose to the Court the grounds of his impugned action so that the same may be tested judicially.

9. Everything therefore depends upon whether the circumstances as they appear from the records justify the management's action on the ground of loss of confidence. Now in this regard the evidence is that when Shri S. P. Kamat the employee concerned was in the service of the bank, from May, 1971, sometime in the month of October, 1974 he was transferred to Wadia College Branch. Whether initially it was an extension counter and then converted to a regular fullfledged branch are not important and need not detain us for any time. The evidence is that at the relevant time on 1-11-1977 when the incident in question is alleged to have occurred, it was a fullfledged branch where as stated by the Manager in her evidence, Shri Kamat was serving as a ledger Clerk and besides Manager there were other employees serving there. Now on the date in question Shri Kamat made entry of Rs. 60 in the Ledger on credit side and also in the pass book of Shri D. V. Joshi thereby indicating that Rs. 60 were credited to the account of Shri Joshi on the relevant date and evidence of Shri Kamat also speaks that no such amount was deposited and that it was an erroneous entry without any cash deposited. According to Shri Kamat Shri Joshi who has sold a shirt piece for Rs. 60 asked him to deposit the price of the cloth in his Savings Bank account. Shri Kamat saw that he was to transfer the amount from his own account to Joshi's account but because of heavy transactions on that day he totally forgot to effect the transfer. Later on when the balancing was done at the end of the month the mistake came to the notice whereupon the corrections were carried out in the Ledger, the extracts of which are at Ex. 12/M and 12A/M, and when the entries were corrected to Rs. 648.29 and Rs. 743.92 respectively thus reducing the balance by Rs. 60. Now the fact that on 1-11-1977 or any time thereafter there was no deposit made in the account of Shri Joshi by Shri Kamat stands admitted and therefore Shri Kamat should not have made this entry. The question however does not end here and the matter to be decided is whether there was any dishonest intention on the part of Shri Kamat or was as act grossly negligent' so that the Bank was put to loss. Unless this ingredient is established merely because an error was committed by Shri Kamat there would be no justification for the Bank to jump to the conclusion of loss of confidence and proceed to take action. We have already seen that when the mistake was detected, Mrs. B. F. Lord had taken suitable action rectifying the same and in her capacity as Manager of the Branch who was the officer present on the scene, she thought that since there was no dishonest intention a warning was sufficient. However, for one reason or other the superior officers were not satisfied with the action taken by the Manager and the record speaks that they called for the second explanation in reply to which Shri Kamat submitted his explanation Ex. 9/M dated 14-8-78 which ultimately resulted in the order of termination as per the resolution dated 19-12-1978 Ex. 10/M. To say that they lost confidence is very easy but when the action whether termination of services or severance of relationship has a disastrous result of loss of service in a bank, and when the order of termination is challenged on the ground of colourable exercise of the powers the Bank was expected, as laid down by the Supreme Court in the above referred case, to bring sufficient material justifying the loss of confidence. Though there was an erroneous entry in the Ledger Book, what was the opinion of the Manager herself and what was her reaction to his mistake

are material particularly she being the person on the spot knowing the working of the clerk concerned and knowing his antecedents. When a question was put to her in her statement she has categorically stated that had she even suspected dishonest intention she would not have filed the papers by merely giving warning. She further admits that at that time she thought it to be a mistake. Subsequently, nothing has turned out, as to why the superior officers felt something differently. There is no material on record brought forth by the Bank to suggest even any dishonesty on the part of Shri Kamat so as to warrant loss of confidence. Mistake it was but was there any dishonesty. I do not think the Bank clerk would have committed dishonesty for a paltry sum of Rs. 60 which was not to serve any purpose. It is not the case of the Bank that Shri Kamat had no money in his accounts which might have negatived his contention to transfer the amount to the account of Shri Joshi. Shri D. V. Joshi himself has come forward with the story of sale of cloth piece whereby he has corroborated the story of Shri Kamat. It is true that Shri Kamat in his evidence has stated that the amount of Rs. 60 was paid to Shri Joshi in the presence of Branch Manager but no question either to Shri Joshi or Smt. Lord was asked but we cannot jump into the conclusion that the statement is totally fake, especially when Shri D. V. Joshi has supported Shri Kamat if not fully atleast substantially.

10. When the evidence of the Branch Manager is therefore read and when all the circumstances as disclosed are taken into account, the only conclusion possible was that it was a mistake. No doubt money was involved but it was a paltry sum and it is not that the Bank Clerks do not commit mistake. But mistake is one thing and atleast a mistake for the first time will have to be tolerated and atleast not taken serious note of which cannot be the case with dishonest intention which must be curbed with strong hand. Such being not the case here and proof of dishonest being totally absent, I do not think that this is a case where the Bank can be said to have been justified in coming to the conclusion of loss of confidence. I am convinced that for one reason or other superior officers unnecessarily decided to sever the relationship and accordingly proceeded to take action which was nothing but colourable exercise of powers which resulted in victimisation.

11. On behalf of the Bank my attention has been drawn to a ruling in the case Siddhanath Krishaji Kadam Vs. Dadajee Dhackjee & Co. Pvt. Ltd. reported in 1977 (June) The Industrial Court Reporter, page 257 where when it was found that the employee was privately serving with some one else by leaving the office under one pretext or other, the action of termination was found to be proper. On page 260 it was held that while employer can discharge the employee in accordance with the relevant rules under variety of circumstances including the cases of misconduct it is not an unfettered right and it should not be an act of victimisation or of unfair labour practice. It was further held that an arbitrary or capricious discharge may itself afford evidence of such victimisation or lack of bona-fides, the form of the order is not decisive and the Court can go behind the order when it is challenged. The Lordships referred to Michael's case to which case reference is already made. The order of discharge in Michael's case was found colourable exercise of powers because of the failure of the employer to prove the allegation sought to be. In the instant case as we have already noticed that there was a wrong entry of Rs. 60 made by the Clerk stands proved and stands admitted but the circumstances clearly indicate that it was a genuine mistake might be because the employee subsequently could not transfer the money and could not rectify the Ledger on his own. However, for the mistake the Manager has taken action namely had warned him and in my view that was an adequate action. Subsequently the Bank on the same facts could not have taken a second action because under para. 19.9 of the First Bipartite Settlement of the year 1966 a workman found guilty of misconduct, whether gross or minor shall not be given more than one punishment in respect of any one charge. After the Manager warned the Clerk, the Bank could not have on the same fact terminated his services as this is nothing but a second punishment on the same cause of action. Taking therefore all the facts into account I am

convinced that it was a colourable exercise of the powers which resulted in victimisation and therefore the order of termination must be quashed.

12. Now Shri Kamat was serving in the Bank where monetary transactions are held but merely because one in six years of service he committed a mistake it would not mean that he did not deserve to be continued in service. The record shows that there was no reason for loss of confidence and the record further shows that absolutely there is no proof to hold that dishonesty was involved and therefore even after taking into account the fact Shri Kamat if reinstated would be dealing with bank's money still I do not think that he should be deprived of his service. I am further mentioning that even the order of dismissal would have amounted to harsh punishment and intervention by the Tribunal would have been called for.

13. The record shows that after he was cashiered Shri Kamat tried to secure service but he could not secure one till August, 1981 when he was employed by Pune Race Course on daily wages of Rs. 20. When the order of termination is bad and colourable exercise of powers the same is being quashed, the employee is to be reinstated with all back wages minus whatever he has earned from his service with Pune Race Course.

Award accordingly.

No order as to costs.

[No. 1-12012 (223)/80-D. II. A]

M. A. DESHPANDE, Presiding Officer

N. K. VERMA, Desk Officer

Dated : 5-4-83

नई दिल्ली, 16 अप्रैल, 1983

कां.प्रा. 2074--केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के उपबंधों के अनुसरण में भारत सरकार के श्रम और पुनर्वासि मंत्रालय के श्रम विभाग की अधिसूचना संख्या 3863 दिनांक 30 अक्टूबर, 1982 द्वारा किसी भी तैल क्षेत्र की सेवा को उक्त अधिनियम के प्रयोजनों के लिए 10 नवंबर, 1982 से छः मास की कालावधि के लिए उपयोगी सेवा घोषित किया था ;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है ;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (6) के परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 10 मई, 1983 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं.एल.नं-11017/6/81-डी.० 1 (ए)]

एम.एच.एम.अधयर, अव. सचिव

New Delhi, the 16th April, 1983

S.O. 2074.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the notification of the Government of



India in the Ministry of Labour & Rehabilitation Department of Labour No S. O. 3863 dated the 30th October, 1982 the service in any oil field to be a public utility service for the purposes of the said Act, for a period of six months, from the 10th Nov. 1982.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 10th May, 1983.

[No. S-11017(6)/81-D. I. (A)]

S. H. S. IYER, Under Secy

New Delhi, the 8th April, 1983

**S.O. 2075.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Messrs Central Coalfields Limited, Rajarappa Project, Post office Ramgarh Project, District Hazaribagh, and their workmen which was received by the Central Government on the 15th April, 1983.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

##### PRESENT :

Shri J. P. Singh, Presiding Officer.

Reference No. 122 of 1982

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947

##### PARTIES :

Employers in relation to the management of Rajarappa Project of Messrs Central Coalfields Limited, Post Office Ramgarh Project, District Hazaribagh.

AND

Their workmen

##### APPEARANCES :

For the employers—Shri R. S. Murthy, Advocate.

For the workmen—Shri Lalit Burman, Vice President, United Coal Workers' Union, Dhanbad.

STATE : Bihar. INDUSTRY : Coal.

Dhanbad, the 11th April, 1983

##### AWARD

This is a reference under S. 10 of the I.D. Ac, 1947. The Central Government by its order No. L-20012(128)/82-D.III(A) dated the 27th August, 1983 has referred this dispute to this Tribunal for adjudication on the following terms :—

"Whether the management of Rajarappa Project of Central Coalfields Limited, Post Office Ramgarh Project, District Hazaribagh is justified in refusing regularisation of Shri Baleshwar Sahu, Shovel Operator Grade-II of Ramgarh Project in the post of Grade-I Shovel Operator: If not, to what relief is the workman concerned entitled?"

On receipt of the order of reference notices were duly sent to the parties for filing W.S. on 16th November, 1982. On that date both the parties did not appear. Thereafter 7th December, 1982 was fixed for filing W.S. The employers through their Advocate Shri R. S. Murthy made appearance and filed W.S. and the workmen filed their W.S. on 6th January, 1983. 28th January, 1983 was fixed for filing rejoinder. Both the parties appeared on that date and filed their rejoinders. Thereafter this case was fixed on 16th March, 1983 for filing documents by the parties. Both the parties appeared on that date and submitted before me that this case is under process of settlement and so one more date be given. Accordingly their prayer was allowed and this Court fixed this case on 8th April, 1983. On the date fixed both the parties appeared and filed a memorandum of settlement. According to the terms of settlement the management of Rajarappa Project of Central Coalfields Ltd. had offered to place the concerned workman Shri Baleshwar Sahu, Shovel Operator Gr. II of Ramgarh Project in the post of Grade-I Shovel Operator/Excavator Operator in the pay scale of Rs. 28.00-1.49-45.88 (daily rated pay scale) w.e.f. 1st September, 1981 and the concerned workman has accepted the said offer. I find that the same is fair and proper and beneficial to both the parties. I accept the same and pass an Award in terms of the settlement which will form part of the Award as Annexure.

This is my Award.

J. P. SINGH, Presiding Officer

[No. L-20012(128)/82 D.III.A]

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

In the matter of Ref. No. 122 of 1982

##### PARTIES :

Employers in relation to the Management of Rajarappa Project of Central Coalfields Ltd.

AND

Their workmen

The above mentioned employers and workmen most respectfully beg to state as follows :—

- (1) That the Management as well as the workmen have jointly negotiated and discussed the matter with a view to coming to an overall amicable settlement.
- (2) That as a result of the discussions and negotiations held between the parties, the Management had offered to place the workman concerned Shri Baleshwar Sahu, Shovel Operator Gr. II of Ramgarh Project in the post of Grade I Shovel Operator/Excavator Operator in the Pay Scale of Rs. 28.00-1.49-45.88 (daily rated pay scale) w.e.f. 1st September, 1981, and the workmen have accepted the said offer.
- (3) That it was mutually agreed to between the parties that the offer as made by the Management and acceptance as given by the workman concerned as referred to in para (2) above is in full and final settlement of all the claims of the workmen arising out of this reference. Both the parties further agree that this case will not be quoted as a precedent for any other case in future.



In view of the above, the Management as well as the workmen jointly pray that the Honble Tribunal may be pleased to give an award in terms of this joint petition and dispose of the reference accordingly

(LALIT BURMAN) GENERAL MANAGER,  
Vice President, Rajrappa Area of Central  
United Coal Workers' Union Coalfields Ltd.,  
For & on behalf of Employees P O Ramgarh Project,  
(BALESHWAR SAHU) District Hazaribagh  
Workman concerned

Dated : 19th March, 1983

Sd/-Illegible

Raj S MURTHY, Advocate for Employees

Sd/- Illegible  
Presiding Officer

New Delhi, the 20th April, 1983

**S O. 2076**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Jitpur Colliery of Messrs Indian Iron & Steel Company Limited, Post Office Bhaga, District Dhanbad and their workmen, which was received by the Central Government on the 14th April, 1983

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO 2) AT DHANBAD

#### PRESENT .

Shri J. P. Singh, Presiding Officer

REFERENCE NO. 55 OF 1981

In the matter of an industrial dispute under S 10(1)(d) of I D. Act, 1947.

#### PARTIES :

Employers in relation to the management of Jitpur Colliery of Messrs. Indian Iron and Steel Company Limited, Post Office Bhaga, District Dhanbad

AND

Their workmen.

#### APPEARANCES .

On behalf of the employers :

Shri T. P. Choudhury, Advocate

On behalf of the workmen :

Shri P B Choudhury, President, Colliery Staff Association.

STATE : Bihar INDUSTRY Coal

Dhanbad, the 25th March, 1983

#### AWARD

This is a reference under S 10 of the I.D. Act, 1947. The Government of India, Ministry of Labour New Delhi by its order No I-20012/147/81-D. III-A dated the 5th August, 1981 has referred this dispute to this Tribunal for adjudication on the following terms —

“Whether the demand of the workmen of Jitpur Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Bhaga, District Dhanbad that Sarvashri R S Singh, S V Prasad, S C Jha, S K Sarkar, Jugal Singh, J Paswan and B. N. Singh all Clerks

Grade-II, should be upgraded to Clerical Grade-I with effect from April, 1979 is justified ? If so, to what relief are the concerned workmen entitled ?

The concerned workmen are in Clerical Grade II in the accounts department of Jitpur Colliery belonging to Indian Iron and Steel Co Ltd. Shri R. S Singh, S V. Prasad and S C. Jha are in Bill Pay misc. section, Shri S K Sarkar Jugal Singh and J. Paswan are in P.F. & Bonus, Pension Gratuity and misc. section, Shri B N. Singh is in Welfare section. In Bill, Pay and misc section there are 3 clerks namely Sri S. K. Dutta, H. M. Banerjee and S N Chakravorty who are in Grade I from 1-4-79. Shri H S Ganguly is in Grade-I from 1-1-79. Shri P. K. Acharjee is in Grade I from 1-4-79 and similarly Shri A. K. Roy and S K. Mukutmani are in Grade I from 1-4-79. Others 2 namely J K Mishra and P. K Jha are getting categorical wages with acting allowance in clerical Grade III. In welfare section Shri K. P. Tewary is in Grade I from 1-4-79 and S D Modi is in Grade-I from 1-1-79, Shri P K Acharje is in Grade-I grievance is that although they are performing the same jobs as other clerks in Grade I they have been denied the benefit of Grade-I. A long list of duties has been enumerated which need not be quoted here. It has been pointed that the management of Indian Iron and Steel Co has adopted a double standard and discriminatory attitude in respect of gradation of their workmen specially in the clerical Section. Their prayer is that they should be given Grade I w ef 1-4-79

The management's case is that the demand of the workmen cannot be adjudicated by the Tribunal on account of provision of National Coal Wage Agreement 11 under which adjudication of all such dispute has to be done by the standardisation committee of JBCCI. On point of fact the case of the management is that there are six persons in Bill section including Shri R S Singh, S. V. Prasad, and S C. Jha who are 3 of the concerned workman. The other were in Grade I are Shri S K. Dutta, S. N. Chakravorty and Shri H M Banerjee. Shri S. K. Dutta was appointed on 1-11-43, Shri S N. Chakravorty on 8-2-49 and H.M. Banerjee was appointed on 23-2-49. They are Sl. Nos 1 to 3 of the list appended to the W. S. Sl. No. 4 Shri R. S Singh was appointed on 16-3-73, Sl. No 5 Shri S. V. Prasad was appointed on 11-11-68 and Sl. No. 6 Shri S. C. Jha was appointed on 20-10-70. The management's case is that Sl No 1 to 3 of the Bill Section were senior by virtue of the dates of their appointment. In P.F. & Bonus Section there are 5 persons in the list Sl No. 7 is Shri S K Mukutmani, who were appointed on 26-2-45 and Sl. No. 8 Shri A K Roy was appointed on 25-12-47. Sl. No. 9 Shri S. K. Sarkar was appointed on 22-7-52, Sl No, 10 Shri Jugal Singh was appointed on 14-12-71 and Sl No. 11 Shri Jagdish Paswan was appointed on 25-4-73 Sl No 12 and 13 are in Leave and Train fare section Sl. No. 12 Shri K. P. Tewary was appointed on 1-1-50 and Sl No. 13 Shri B N. Singh was appointed on 25-4-73. The management's case is that out of the Bill section Sl. No 1, 2 & 3 were placed in Clerical Grade I, out of the P.F. and Bonus Section Sl. No. 7 and 8 were placed in Grade-I while in leave and Train fare section Sl. No. 12 Shri K. P Tewary was placed in Grade-I. The rest 7 were concerned workman, are still in Grade-II. It is admitted position that in the different section all the 13 persons are performing the same nature of job. The management's case is that at the instance of the union which represented the concerned workmen also, there was a complaint that there was stalemate in the matter of promotion because even though employees were working in the different section right from the year 1943. There was no scope for promotion. The management kept them in Grade-II because for the 3 sections aforesaid scale of pay was in Grade-II. The matter was examined by the management and after a good deal of discussion even at the headquarters it was decided that out of the 13 persons working in the 3 sections aforesaid six would be placed in Grade-I on the basis of their longer services. The management's simple case is that by virtue of agreement between the management and the Union this step of promoting six out of the 13 workmen was taken and they were placed in Grade-I, for otherwise all 13 would have remained in Clerical Grade-II. For all these reasons it has been urged that the demand of the workmen in the reference is not justified.

Since the entire position was admitted no oral evidence was adduced on behalf of the workmen. The document which were placed on the record were not admitted as evidence in the reference. The management however choose to examine

on witness MW-I Shri M. Mukherjee. He is associated with Indian Iron and Steel Co. Ltd. from July, 1975. He was posted in Jitpur Colliery from September, 1976 to October, 1979 as Personal Officer. His evidence is that Grade-II clerks in Jitpur Colliery demand that for a pretty long time they have been serving in Grade II without promotional avenues. They wanted that some of them should be upgraded to Grade-I considering their long years of service. He discussed the matter with the union represented by Shri S. N. Chakravorty. After discussion a proposal was sent by him to headquarters at Burnpur for consideration by the higher management. The Dy. Chief Personnel Manager of the I.I.C. calls Shri S. N. Chakravorty, Union leader for a discussion. After discussion a proposal was accepted. Accordingly 6 persons got upgradation to Clerical Grade-I. Out of 6 clerks in Bill Section 3 were up graded as they were appointees between 1943 and 1949. In P.F. & Bonus Section 2 were upgraded out of 5 as they were appointees between 1945 and 1947. In the leave and train fare section there are 3 clerks and out of them one clerk was appointed in the year 1950 and he was up graded to Grade-I. His further evidence is that the clerks were up graded to Grade-I were instructed by the management to supervise the workings in their own section besides their own normal duties. The witness has said that there is no cadre scheme in Jitpur Colliery and JBCCI under NCWAI is preparing a cadre scheme. He has said that this up gradation of some of the clerical staff was done in order to remove stagnation although all the clerks of the different section were doing the same jobs.

On the basis of the above evidence of MW-1 and the admitted facts, the only point that could be possibly raised on behalf of the workmen is that there should no discrimination between the clerks performing the same duties in the matter of their pay and grades. It is no doubt true that such a discrimination is unlawful. But if such an arrangement made by the management with the consent of the union this will not amount to discrimination. The position is like this that the clerks of the different section of the accounts office wanted that the seniors should be up graded to Grade-I and in this manner the appointees of pre 1950 were given Clerical Grade-I. On account of such promotion only 7 are left behind in Grade-II because all the 13 were not up graded. It is apparent that on account of an agreement between the workmen and the management 6 persons were given Grade-I. Now the position is like this. But for this agreement all the 13 persons in the 3 different sections could be still in Grade-II and so the workmen have gained an advantage by virtue of an agreement. The agreement was certainly advantageous to them because the appointees prior to 1950 would be soon retiring and replaced by these concerned workmen. They would not get this advantage of the superior Grade if such an agreement was not there. But now that they have gained the advantage they present their claim on another principal that since all of them are doing the same nature of job they should also be given Grade-I. This is in my opinion not proper. The management has said in course of argument that they are expecting a Cadre system since the matter is pending before JBCCI. The cadre system is expected to bring out a definite cadre for all types of workers so that there would no doubt left in the minds of the workmen. Shri T. P. Choudhury, Advocate has not pressed the question of jurisdiction of this Tribunal in the matter of adjudication of this dispute. But we have already discussed that under the context of this dispute the demand of the workmen to be placed in Grade-I cannot be justified.

This reference is thus answered accordingly :

"The demand of the workmen of Jitpur Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Bhaga, District Dhanbad that Sarvashri R. S. Sing. S. V. Prasad, S. C. Jha, S. K. Sarkar, Jugal Singh, J. Paswan and B. N. Singh, all Clerks Grade-II, should be upgraded to Clerical Grade-I with effect from April, 1979 is not justified. Consequently the concerned workmen are not entitled to any relief."

This is my Award.

J. P. SINGH Presiding Officer  
[No. L-20012(147)81-D.III(A)]

New Delhi, the 22nd April, 1983

S.O. 2077.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial

dispute between the employers in relation to the management of Bagdigi Colliery of Lodna Area No. X of Messrs Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 19th April, 1983.

# BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter or a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 6 of 1982

## PARTIES :

Employers in relation to the management of Bagdigi Colliery of Lodna Area No. X of Messrs Bharat Coking Coal Limited, Post Office Lodna, District Dhanbad.

AND

Their Workmen

## PRESENT :

Mr. Justice Manoranjan Prasad (Retd.) Presiding Officer.

## APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—None.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 12th April, 1983

## AWARD

By Order No. L-20012/330/81-D. III(A) dated the 21st January, 1982, the Government of India, in the Ministry of Labour, has in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, referred the following dispute to this Tribunal for adjudication.

"Whether the demand of the workmen of Bagdigi Colliery, Lodna Area of Messrs Bharat Coking Coal Limited, Post Office Lodna, District Dhanbad that Shri Lallan Singh, Magazine Clerk should be placed in Clerical Grade-I is justified? If so, to what relief is the said workman entitled?"

2. The case of the concerned woman, Lallan Singh, is that he has been working as a Magazine Clerk in Bagdigi Colliery, in shift rotation with two other Magazine Clerks of the colliery performing the same job, for more than three years; but, while the other two Magazine Clerks are being paid Clerical Grade-I wages, he is being paid only Clerical Grade-III wages, and the management's action in paying different grades of wages to workmen performing the same type of job is discriminatory. His claim, therefore, is that he too be given Clerical Grade-I wages with retrospective effect like the other two Magazine Clerks of the colliery.

3. The case of the management, on the other hand, is that under the Central Coal Wage Board Recommendations read with National Coal Wage Agreements I & II, Magazine Clerks have been classified in Grade-III as well as in Grade-II, and the management has given scope for promotion from Grade-III to Grade-II and from Grade-II to Grade-I to encourage them to discharge their duties sincerely and honestly. In Bagdigi Colliery there are two Magazine Clerks in Grade-III and one is Store Keeper-Cum-Magazine Incharge who is in Grade-I and he performs the duty of checking and verification of accounts maintained by Magazine Clerk in Grade-III and he also controls them. According to the management, the concerned workman as a Magazine Clerk is, as of right, entitled only to the minimum grade prescribed under the Central Coal Wage Board Recommendations read with National Coal Wage Agreements I & II which is Grade-III, and he cannot, as of right, claim any higher Grade.

4. On the date fixed for hearing, however, though the management was represented, the concerned workman absent-ed, and no one appeared nor any step had been taken on his behalf with the result that the case was adjourned for ex-parte hearing, and when on the adjourned date also the concerned workman absented and nobody appeared nor any step was taken on his behalf, the case was taken up ex-parte when the management examined only one witness named Samser Singh (MW-1) who is presently working as Store-Keeper-Cum-Magazine Incharge in Bagidibi Colliery. He has deposed that he has been working as Magazine Incharge in Bagdigi Colliery since 1961 when the colliery was under private management and he continued to work as Magazine Incharge even after the take over of the colliery by the Central Government with effect from 17-10-1971 and he was in Grade-II from the time of the out-going proprietor till 1977 but from January, 1978 he was also designated as Store-Keeper, Magazine and he also continued to work as Magazine Incharge and he was promoted to Grade-I. He has further deposed that the concerned workman Lallan Singh joined under him as Magazine Clerk in 1977 and in the year 1980 another person named Keso Paswan joined under him as another Magazine Clerk and both Lallan Singh and Keso Paswan are in Grade-III since the date of their joining as Magazine Clerks. He has next deposed that Lallan Singh and Keso Paswan issue explosives from the store and they maintain stock register, and he supervises their work in his capacity as Magazine Incharge and checks those registers and also issues indents for supply of explosives to the magazine and also prepare and sends weekly and monthly statements of supply and issue of explosives.

5. The aforesaid evidence of Samser Singh (MW-1) is ex-parte on behalf of the management which shows that he has been promoted to Clerical Grade-I in January 1978 after he has been designated as Store-Keeper, Magazine, in addition to his work as Magazine Incharge and the two Magazine Clerks, namely the concerned workman Lallan Singh and Keso Paswan are in Clerical Grade-III, and it is not correct to say that only the concerned workman Lallan Singh is being paid Clerical Grade-III wages and two other Magazine Clerks in Bagdigi Colliery are being paid Clerical Grade-I wages as stated by the concerned workman in his written statement. The case of Samser Singh (MW-1) who has been promoted to Clerical Grade-I with effect from January, 1978, is distinguishable, as, besides, the fact that he is not simply Magazine Clerk but is Magazine Incharge, he has also been designated as Store-Keeper, Magazine, since January 1978, and the concerned workman, who is simply a Magazine Clerk, cannot claim Clerical Grade-I at par with Samser Singh (MW-1). From the Central Coal Wage Board Recommendations, Vol-II, Appendix VI, at page 54, it would appear that Magazine Clerks have been classified in Clerical Grade-III and Magazine Incharge/Magazine Clerk has been classified in Grade-II, and since the concerned workman is admittedly a Magazine Clerk, he has been properly given Clerical Grade-III to which he is entitled, as of right, and he cannot, as of right, claim Clerical Grade-I as contended by him. The demand of the workman of Bagdigi Colliery, Ledna Area of M/s. Bharat Coking Coal Ltd. that the concerned workman, Lallan Singh, Magazine Clerk, should be placed in Clerical Grade-I is, therefore, clearly not justified. The reference is answered accordingly. But in the circumstance of the case there will be no order as to cost.

MANORANJAN PRASAD, Presiding Officer

[No. L-20012(330)/81-D.III(A)]

S.O. 2078.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial

dispute between the employers in relation to the management of Jitpur Colliery of Messrs Indian Iron and Steel Company Limited, and their workmen, which was received by the Central Government on the 19th April, 1983.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD**

**PRESENT**

Shri J. P. Singh,

Presiding Officer

Reference No 1 of 1982

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act., 1947.

**PARTIES :**

Employers in relation to the management of Jitpur Colliery of Messrs. Indian Iron and Steel Company Limited, Post Office Bhaga, District Dhanbad.

AND

Their Workmen

**APPEARANCES**

For the Employers.—Shri R. Mohan, Asstt. Personnel Manager.

For the Workmen.—Shri Anand Mohan Prasad, President, Coalfields Labour Union.

**STATE :** Bihar. **INDUSTRY :** Coal.

Dhanbad, the 14th April, 1983

**AWARD**

This is a reference under S 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/289/81-D. III(A) dated the 24th December, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :—

"Whether the action of the management of Jitpur Colliery of Messrs Indian Iron and Steel Company Limited, Post Office Bhaga, District Dhanbad in not adding 7 paid holidays for qualifying for bonus and train fare is justified? If not, to what relief are the concerned workmen entitled?"

On receipt of the order of reference notices were duly sent to the parties for filing W. S. on 25-1-1982. Both the parties appeared on that date and prayed for time for filing W. S. Accordingly time was allowed by this Court and this case was fixed on 11-2-1982. On the date fixed the management filed their W. S. The workmen also filed their W. S. on 17-4-1982. Thereafter dates were fixed by this Court for filing rejoinder and documents. The management filed their rejoinder and documents on 3-8-82 and the workmen filed their documents on 15-10-82. After completion of the documents this case was fixed on 8-12-82 for evidence of parties. On that date both the parties appeared and prayed for time. Accordingly time was granted and the case was fixed on 19-1-83. On 19-1-83 both the parties appeared and submitted before me that the case is under process of settlement so one more date be given. This Court accordingly allowed their prayer and fixed this case on 23-2-83. Thereafter several dates were given and ultimately on 13-4-83 both the parties appeared and filed a memorandum of settlement. According to the terms of settlement it has been agreed that the persons involved in the reference would be entitled to have the 7 paid holidays considered for payment of bonus with effect from the date of passing of the Award by this Tribunal. Since the terms of settlement are fair and proper and beneficial to both the parties, I accept the same and pass an Award in terms of the settlement which will form part of the Award as Annexure.

This is my Award.

J. P. SINGH, Presiding Officer  
[No. L-20012(289)/81-D. III(A)]

## ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL  
GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 AT  
DHANBAD

Reference No. 1 of 1982

## PART II S

Employers in relation to the Management of Noonodih-  
Jitpur Colliery of M/s. IISCO Ltd P. O. Jitpur.

Vs.

Their workmen represented by Coalfield Labour Union.

## PETITION OF COMPROMISE

In the matter of adjudication over the above dispute both the parties have agreed to settle their differences amicably after mutual discussion and it has been agreed as follows :—

1. It is agreed that the persons involved in the reference would be entitled to have the 7 paid holidays considered for payment of bonus with effect from the date of passing of the Award by the Presiding Officer of the Tribunal.
2. It is agreed that the persons involved in the reference will not be entitled to have the 7 paid Holidays added towards attendance for qualifying for train fare which is dependant on the ground of annual leave which is based on the entitlement for such leave in the event of the workmen having put in the required number of days of attendance in a year to earn such leave.
3. The Management of Jitpur Colliery shall have no financial involvement or any other commitment on any ground whatsoever for the period upto the date of the Award in terms thereof, in relation to the workmen involved in the reference.

That since the above terms of settlement forming the petition of compromise are fair and reasonable and both the parties have jointly agreed and accepted the same, the compromise petition in filed before the Hon'ble Tribunal.

That both the parties, therefore, pray that the Hon'ble Tribunal will be pleased to record this compromise petition and give its Award in terms thereof and a copy of this compromise petition may be made a part of the Award.

For & on behalf of Employers  
For & on behalf of workman/Union.

New Delhi the 23rd April, 1983

**S.O. 2079.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1 Dhanbad in the industrial dispute between the employers in relation to the management of Kendwadih Colliery of Bhagaband Area of Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 20th April 1983.

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of  
the Industrial Disputes Act, 1947

Reference No. 19 of 1982

## PARTIES :

Employers in relation to the management of Kendwadih  
Colliery of Bhagaband Area of Messrs Bharat  
Coking Coal Limited Post Office Kusunda, District Dhanbad

## AND

Their workmen.

## PRESENT :

Mr. Justice Maanaranjan Prasad (Retd.) Presiding  
Officer.

## APPEARANCES :

For Employers—Shri B. Jashi, Advocate.

For the Workmen—Shri Lalit Burman, Vice-President  
United Coal Workers Union.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 14th April, 1983

## AWARD

By Order No. L-20012(384)/81-D.III(A) dated, the 18th February 1982, the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Kendwadih Colliery of Bhagaband Area of Messrs Bharat Coking Coal Limited, Post Office Kusunda Dist. Dhanbad in dismissing Shri Chandrika Bhar, Wind-ing Engine Khalasi/Dumper Operator from service with effect from the 24th May 1980 is justified? If not to what relief is the said workman entitled?"

2. The case of the management is that the concerned workman, Chandrika Bhar, was on duty as Dumper Operator on 10-3-1980 in the night shift which commenced in the mid-night of 10-3-1980 and ended at 8 a.m. of 11-3-1980. In the course of his aforesaid night shift duty, he got the Dumper No. BHW-8986 loaded with coal at No. 5 Pit Top of Khoila Section, but he did not unload the same at the dumping site of Hard Coke Oven of E.B. Section of Kendwadih Colliery and disposed of the entire coal weighing about 9 tonnes valued at Rs. 1446.92 dishonestly and caused wrongful loss to the management and wrongful gain to himself. The aforesaid act constituted a serious type of dishonesty and he committed a serious type of misconduct under the Standing Orders. He was accordingly issued a chargesheet dated 17-3-1980 to which he submitted his reply on 2-4-1980 denying the allegations. Thereafter a departmental enquiry was fixed on 2-5-1980 by letter dated 24-4-1980 and he attended the enquiry on 12-5-1980 which was conducted by Sri M. P. Dubey, the then Deputy Personnel Manager of Bhagaband Area. The enquiry was conducted in accordance with the principles of natural justice in which he was given full opportunity to cross-examine the management's witnesses and examine his defence witnesses. He also gave his own statement. The Enquiry Officer, after examining all the materials on record, submitted his enquiry report dated 17-5-1980 holding the concerned workman guilty of misconduct alleged against him. The enquiry report and the enquiry proceedings and all other papers were examined by the competent authority and the dismissal of the concerned workman from his service was duly approved and he was dismissed from his service by letter dated 24-5-1980.

3. On the other hand, the case of the concerned workman, Chandrika Bhar, is that he was, no doubt, on duty on Dumper No. BHW 8986 in the night shift of 10-3-1980 but he did not commit any misconduct in course of his duty in the said night shift as alleged by the management. He also admits that he had received a copy of the chargesheet and had submitted his reply denying the allegations made against him. But, according to him, the Departmental Enquiry was neither fair nor proper though the formalities of the enquiry were observed therein, and the findings of the enquiry officer were not based on the materials on the record, and the competent authorities concerned passed the order of his dismissal in a most perfunctory manner without proper appraisal of the facts and circumstances of the case.

4. Since the concerned workman had in his written statement and rejoinder raised the question of fairness and pro-

priety of the departmental enquiry, the management, by its petition dated 4-3-1982, prayed for deciding the question of fairness and propriety of the departmental enquiry as a preliminary issue, and prayed that, in case it be held that the departmental enquiry was neither fair nor proper, the management may be given an opportunity to prove the charges by adducing oral and documentary evidence afresh before this Tribunal. Accordingly the question of fairness and propriety of the domestic enquiry had been taken up as a preliminary issue which has been decided by order dated 3-3-1983 in favour of the management holding that the domestic enquiry was quite fair and proper.

5. Thereafter the case has been heard on merit as to whether the dismissal of the concerned workman was justified on the materials on record of the domestic enquiry.

6. Ext. W-1 is the chargesheet dated 17-3-1980 which was served on the concerned workman. The chargesheet states, inter alia, that the concerned workman was on duty as Dumper Driver from the mid night or 10-3-1980 to 8 a.m. in the following morning of 11-3-80, and, in course of his said duty, got the Dumper No. BHW-8986 loaded with coal at No. 5 Pit Top and carried the same under Challan No. 20840 for being unloaded at the Hard Coke Oven of E.B. Section of Kendwadhi Colliery and got the exit of the truck noted at the G.M. check post at 2.40 a.m. of 11-3-80 but he did not unload it at the Hard Coke Oven of E.B. Section nor got any note made at the E.B. check post regarding the entry of the loaded truck nor obtained any signature of any guard on duty at the Hard Coke Oven of E.B. Section regarding unloading of the coal there, and, instead, he filed challan in the office with the signature of one Ram Raj though no guard of that name was posted at the Hard Coke Oven of E.B. Section, and this showed that he had misappropriated the coal weighing about 9 tonnes valued at Rs. 1,446.92 dishonestly which was an act of serious misconduct under sub-clauses (2) and (9) of clause 17 of the Standing Orders applicable to Kendwadhi Colliery.

7. Ext. W-2 is the reply dated 2-4-1980 of the concerned workman in which he admitted to have loaded coal in Dumper No. BHW-8986 at No. 5 Pit Top for being unloaded at the Hard Coke Oven of E.B. Section but he asserted that he did unload the same at the Hard Coke Oven of E.B. Section. His explanation, however, for not getting any note made at the check post of E.B. Section regarding the entry of the loaded Dumper BHW 8986 was that when he reached at the said check post there was failure of electricity and there was no light due to which the Security Guard on duty did not sign, and he asked him to go and unload the coal at the Hard Coke Oven and then to come back when he would sign, and, accordingly, he went to the Hard Coke Oven and unloaded the coal there, and when he called out the guard one man came there and he obtained his signature on the challan, but thereafter when he returned to the check post with empty Dumper he did not find any security guard on duty there with the result that he came out with the empty Dumper without obtaining the signature of any security guard and he thought that he would obtain the signature subsequently of the security guard when he would come next time with the second trip of coal, but when he came back to the No. 5 Pit Top he was asked to load the coal of No. 4 Pit Top due to which he did not get any opportunity to again go to Hard Coke Oven of E.B. Section and to obtain the signature of the security guard there. As regards the charge against him that he filed the challan in the office with the signature of one Ram Raj though there was no guard of that name at the Hard Coke Oven of E.B. Section, his explanation in his aforesaid reply was that he was neither given any list of names of the guards nor he personally knew them and he had obtained on the challan signature of the person who had come on being called by him. In substance, therefore, his case was that the charge of misappropriation of about 9 tonnes of coal levelled against him was not correct.

8. In the domestic enquiry as many as six witnesses were examined on behalf of the management. They were Surendra Jha, Bhubanlal Dehria, Amir Prasad Yadav, Kirat Singh, Markanda Yadav and Ram Siromani Mishra. On

behalf of the concerned workman only the concerned workman Chandrika Bhar had examined himself, but he had not examined any other defence witness.

9. Surendra Jha was the Personnel Officer of Kendwadhi Colliery. He had deposed that the concerned workman Chandrika Bhar was on duty as Dumper Driver from the midnight of 10-3-80 to 8 a.m. of the following morning of 11-3-80, and in course of his said duty he had loaded Dumper No. BHW 8986 with coal at No. 5 Pit Top under challan No. 20840 (Ext. M-VI) for being unloaded at Hard Coke Oven of E.B. Section. He had also proved the entry (Ext. M-IV) in the G.M. check post exit/entry register form regarding taking out of loaded Dumper No. BHW 8986 by the concerned workman from Khaira Section on 11-3-80 at 2.40 a.m. in the night for being unloaded at the E.B. Section which also bears the signature of the concerned workman. It is next in evidence that the concerned workman had to obtain the signature of the security guard on duty at the check post of E.B. Section and then to take his loaded Dumper to the Hard Coke Oven of E.B. Section and to unload the same there, but he neither obtained the signature of the security guard on duty at the check post of E.B. Section nor he obtained the signature of the guard on duty at the Hard Coke Oven of E.B. Section, and there was no note in the exit/entry register form (Ext. V) maintained at the check post of E.B. Section regarding the entry of the said Dumper, and on the challan which the concerned workman filed in the office there was the signature of one Ram Raj though there was no guard of this name at the Hard Coke Oven of E.B. Section. According to him, Markanda Yadav, guard, was on duty on that night in that shift at the Hard Coke Oven of E.B. Section and on challan No. 20840 there should have been the signature of said Markanda Yadav instead of the signature of Ram Raj. He has further deposed that in this way the concerned workman had misappropriated 9 tonnes of coal worth Rs. 1,446.92 which he had loaded at No. 5 Pit Top in Dumper No. BHW 8986 but had not unloaded it at the Hard Coke Oven of E.B. Section. In his cross-examination the concerned workman had put his case that on that night when he had gone to the Hard Coke Oven of E.B. Section with his loaded Dumper and had blown horn no guard came out and one man came out whom he did not know and he obtained the signature of that man on the challan in the light of the Dumper as at that time there was also failure of electricity, to which the witness has replied that on that night Markanda Yadav was on duty and there was no guard of the name of Ram Raj in the said colliery.

10. Bhubanlal Dehria is an Asstt. Sub-Inspector of CJSF. He had deposed that on 10-3-80 he was on patrolling duty at Kendwadhi Colliery and on 10-3-80 at 11.30 p.m. in the night he had checked the E.B. Section check post and there he had found Kirat Singh, Security Guard, on duty and thereafter he had checked the Gopalchuck check post and Pulkee Colliery check post and then he had on 11-3-80 at 3.35 a.m. checked the G.M. check post and there he had found Amir Prasad Yadav, Security Guard, on duty and when he examined the exit/entry register form maintained at G.M. check post he found that a Dumper No. BHW 8986 loaded with coal had gone out of the check post at 2.40 a.m. on 11-3-80 under challan No. 20840 from No. 5 Pit Top of Khaira Section for being unloaded at the Hard Coke Oven of E.B. Section and again when he went at 3.45 a.m. in the same night to the E.B. Section he found Kirat Singh, Security Guard, on duty and when he enquired from him if Dumper No. BHW 8986 loaded with coal had come there or not he replied that the said Dumper had not come there. He had next deposed that he also checked the exit/entry register form at the E.B. Section check post but found that Dumper No. BHW 8986 had not reached that check post till 3.45 a.m. and when again in the morning he checked the E.B. Section he found that the said Dumper loaded with coal had not reached the E.B. Section and Markanda Yadav, guard on duty at Hard Coke Oven of E.B. Section, also told him that Dumper No. BHW 8986 loaded with coal had not reached there. According to him, the concerned workman, who had loaded coal in Dumper No. BHW 8986 in the night shift on 10-3-80 at No. 5 Pit Top Khaira Section and had left the G.M. check post on 11-3-80 at 2.40 a.m. for unloading the same at the Hard Coke Oven of E.B. Section, had not unloaded it there and had mis-

appropriated the same. The concerned workman was given an opportunity to cross-examine this witness but he declined to do so.

11. Anni Prasad Yadav is a CISF Security Guard. He had deposed that on 10-3-80 his duty was at G.M. check post from 9 p.m. to 5 a.m. in the following morning of 11-3-80 and during his duty period the concerned workman had come with an empty Dumper No. BHW 8986 at the said check post at 12.20 a.m. and after getting an entry made at the check post he went to the Khoira Section for bringing coal and in the same night at 2.40 a.m. he came back to the check post with the said Dumper No. BHW 8986 loaded with coal for being taken to the Hard Coke Oven of the E.B. Section of Kendwadih Colliery, and after putting his signature on the exit/entry register form maintained at the check post he went out of the check post along with the said Dumper loaded with coal. He had next deposed that Bhubanlal Dehria, Asstt. Sub-Inspector had subsequently came to the check post and had examined the said exit/entry register form. The concerned workman was given an opportunity to cross-examine this witness but he declined to cross-examine him.

12. Kirat Singh is another CISF Security Guard. He had deposed that on 10-3-80 he was on duty at the E.B. Section check post of Kendwadih Colliery from 9 p.m. to 5 a.m. in the following morning of 11-3-80, but during the said period Dumper No. BHW 8986 had not come to the check post and in that very night Bhubanlal Dehria, Assistant Sub-Inspector, had come to the check post at 11.30 p.m. and had examined the exit/entry register form maintained at the check post and he had again come to the check post at 3.45 a.m. and had again examined the said register form and he had also enquired from him if Dumper No. BHW 8986 loaded with coal had come from No. 5 Pit Top of Khoira Section to the Hard Coke Oven of E.B. Section or not after 2.40 a.m. of 11-3-80 to which he had replied that no such Dumper had come. His cross-examination was also declined by the concerned workman.

13. Markende Yadav was a night guard in Kendwadih Colliery and he had deposed that on 10-3-80 he was in 3rd shift duty from 12 p.m. to 8 a.m. in the following morning of 11-3-80 at the Hard Coke Oven of E.B. Section but during the said period Dumper No. BHW 8986 had not come to the said Hard Coke Oven and in the morning of 11-3-80 at 4 a.m. Bhubanlal Dehria, Assistant Sub-Inspector had come to him and had enquired from him as to whether Dumper No. BHW 8986 loaded with coal had arrived there or not to which he had replied in the negative. In his cross-examination the concerned workman had put to him as to whether it was a fact or not that a day thereafter in the night of 11-3-80 when he had again gone with another Dumper loaded with coal to the Hard Coke Oven he had assured him to sign the challan of the previous night also, to which the witness had replied in the negative.

14. Ram Siromani Mishra is a Havildar of Kendwadih Colliery and he had deposed that on 10-3-80 Markende Yadav, night guard, was on duty at Hard Coke Oven of Kendwadih Colliery in the 3rd shift of 10-3-80 from 12 'O' Clock in the midnight to 8 a.m. in the following morning of 11-3-80, and in the morning of 11-3-80 at about 8 a.m. when he went to the Hard Coke Oven and told Markende Yadav that if any challan had been received in the preceding night during his duty hours he should deposit it with him as was the rule, but Markende Yadav replied that during his duty period in the 3rd shift no Dumper loaded with coal had arrived there. He had also deposed that there was no guard in the colliery of the name of Ram Raj. His cross-examination was also declined by the concerned workman.

15. The concerned workman, Chandika Bhar, had deposed that he worked as a Dumper Driver in Kendwadih Colliery and on 10-3-80 his duty was from 12 'O' Clock in the night to 8 a.m. in the following morning of 11-3-80 and in that night he had load coal in Dumper No. BHW 8986 at No. 5 Pit Top of Khoira Section and at about 2.30 a.m. of 11-3-80 he had come out with the loaded Dumper through the G.M. check post and had gone to the Hard Coke Oven of E.B. Section but when he reached at the E.B. Section check post there was failure of electricity due to which there was no light there, and when he asked the Security

Guard on duty to sign the challan, the Security Guard, whom he did not know and whom he also could not recognise due to darkness told him to go and unload the coal and thereafter he would sign the challan, whereupon he told him that he would put on the light of the Dumper in the light of which he should sign, but the Security Guard did not sign and he asked him to come after unloading the truck whereafter he would sign it. He had next deposed that accordingly he went to the Hard Coke Oven and there he unloaded the coal and then he blew the horn but no guard came but one man was found sleeping there whom he did not recognise who told him that there was no guard and that he would sign the challan if he so liked, and thereafter he obtained the signature of that man on the challan and he returned with the empty Dumper to the E.B. Section check post but even till then the electricity was not restored and when after getting down from the Dumper he went to the check post he did not find any security guard there, and thereafter in that night he loaded the coal at No. 4 Pit Top. In substance, therefore, his evidence is that he did unload the coal at the Hard Coke Oven of E.B. Section of Kendwadih Colliery which he had loaded in Dumper No. BHW 8986 at No. 5 Pit Top of Khoira Section. It was put to him in his cross-examination as to whether to know Markende Yadav, night guard of Kendwadih Colliery, to which he replied in the negative. Thereafter he was asked whether in the night shift of 9-3-80 also he had unloaded coal at the Hard Coke Oven of E.B. Section to which he had replied in the affirmative, but when he was further asked if in that night also Markende Yadav, night guard, was on duty and he had obtained his signature on the challan, he evaded the question by stating that on that night his own man was on the Dumper, who is not an employee of the B.C.C.L., and it was he who had obtained the signature on the challan. When he was further asked as to whether he had reported the matter to any officer when he did not find any night guard on duty on 10-3-80 at the Hard Coke Oven as alleged by him, he answered in the negative.

16. From the evidence which has been discussed above it is abundantly clear that the concerned workman, who had admittedly loaded coal in Dumper No. BHW 8986 at No. 5 Pit Top of Khoira Section and had passed with the loaded Dumper through G.M. check post in the night at about 2.30 a.m. or 2.40 a.m. of 11-3-80 for unloading the coal at the Hard Coke Oven of E.B. Section, had not unloaded it there which is fully corroborated by the exit/entry register forms (Exts. M-4 and M-5) maintained at G.M. check post and E.B. Section check post which show that while there was an entry regarding exit of Dumper No. BHW 8986 loaded with coal from G.M. check post at about 2.40 a.m. on 11-3-80 for being unloaded at the E.B. Section, there was no entry in the exit/entry register form of E.B. Section check post regarding the entry of the said Dumper No. BHW 8986 through that check post, even till noon of the following day of 11-3-80. The explanation of the concerned workman that on that night there was failure of electricity and the security guard on duty at E.B. Section check post declined to sign the challan and told him to go and unload the truck at the Hard Coke Oven of E.B. Section and to come back with empty Dumper whereupon he would sign the challan and when he came back with the empty Dumper after unloading it he did not find any Security Guard at the check post or that there was no night guard at the Hard Coke Oven, and that he obtained the signature of some one on the challan who was found sleeping there and whom he did not know, is an explanation for explanation sake which can hardly be believed, specially when it is the unchallenged evidence adduced on behalf of the management that there was no guard in Kendwadih Colliery of the name of Ram Raj, whose signature appears on the challan which the concerned workman had filed in the office and which speaks volumes against him.

17. On the evidence adduced in the domestic enquiry, as discussed above, the charge against the concerned workman that he did load coal in Dumper No. BHW 8986 at No. 5 Pit Top of Khoira Section for being unloaded at the Hard Coke Oven of E.B. Section of Kendwadih Colliery and he passed through the loaded Dumper through the G.M. check post at 2.45 a.m. on 11-3-80 but did not unload it at the Hard Coke Oven of E.B. Section, stands amply proved, and although there is no evidence to show as to what he did with the said coal and how he disposed it off, the charge



proved amounts to theft, fraud and dishonesty in connection with the company's business or property, which is a serious mis-conduct under sub-clause (2) of clause 27 of the Standing Orders (Ext. M-1) applicable to the colliery, and for that the concerned workman deserved the severe punishment of dismissal, and, therefore, the action of the management in dismissing the concerned workman, Chandrika Bhar, with effect from 24-5-80 by the letter (Ext. W-3) of the same date is justified, and it calls for no interference. The reference is answered accordingly. In the circumstance of the case, however, there will be no order as to cost.

MANORANJAN PRASAD, Presiding Officer  
[No. L-20012(384)/81-D III(A)]  
A. V. S. SARMA, Desk Officer

नई दिल्ली, 18 अप्रैल, 1983

का० था० 2080.--मैसर्स एम० पी० स्टेट टेक्स्टाइल कारपोरेशन लिमिटेड, 11 वीं मंजिल, गंगोत्री कॉम्प्लेक्स, टी० टी० नगर, भोपाल (कोड नं० मध्य प्रदेश/1862) और इसकी शाखाएं कोड नम्बरों सहित मध्य प्रदेश/12,430,1253,1650 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समीधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायक अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाक, स्थापन के सूचना-पत्र पर प्रेषित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसकी स्थापन में नियोजित किया जाता है तो,

नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में से देय होनी, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक दारिद्र्य/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किमा संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तरीके के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाने दिया जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक दारिद्र्य को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्काार नामनिर्देशितियों/विधिक दारिद्र्य को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्त वित्त के भीतर सुनिश्चित करेगा।

[सं० एम०-35014/(71)/83-पी०एफ०-2]

New Delhi, the 18th April, 1983

S.O. 2080.—Whereas Messrs M.P. State Textile Corporation Ltd., 11 Floor, Gangotri Complex, T. T. Nagar, Bhopal (Code No. MP/1862) and its branches with Code Nos. MP/12, 430, 1253, 1650 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-

Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the

said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(71)/83-PF. II]

का० आ० 2081.-मैसर्स बैस्ट एण्ड काम्पशन इंजीनियरिंग लिमिटेड 29 राजाजी सलाई मद्रास-1 (नमिन नाडु/849-ए) (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहस्र बीमा स्कीम 1976 (जिसे इसमें उसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2)क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापना को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रबल से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रिणाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना/विवरणियों का प्रस्तुत किया जाना/बीमा प्रीमियम का संदाय लेखाओं का अन्तरण निरीक्षण प्रभारों संदाय आदि भी है। होने वाले सभी व्ययों का बहल नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचनापट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो 'नियोजक' सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और इसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि देने की व्यवस्था करेगा जिससे



कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम में कम है जो कर्मचारी को उस वृत्त में से देय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविनयुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन, के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले अपना चुका है अर्थात् नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पोलिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्त में उन मृत सदस्यों के नाम निर्देशिनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने बीमा फायदों के संदाय का उत्तरायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके इकट्ठार नाम निर्देशिनियों विधिक/वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्त में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात दित के भीतर सुनिश्चित करेगा।

[संख्या एम-35014(72) 83-पी० एफ०-2]

**S.O. 2081.**—Whereas Messrs Best & Crompton Engineering Ltd., 29, Rajaji Salai, Madras-1 (TN/849-A) (hereinafter to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

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2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(72)/83-PF. II]

का० आ० 2082—मैसर्स इन्टरनेशनल टबाको को० लिमिटेड, मेरठ रोड, गुलधर गाजियाबाद (उ०प्र०/3136)।  
(जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबंध अधिनियम, 1952

(1952 का 19) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब सभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मंदत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम

के अधीन नर्भनारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं ; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिनों के भीतर मुनिश्चिन करेगा।

[संख्या एस-35014/73/83-पी०एफ०-2]

S.O. 2082.—Whereas Messrs International Tobacco Co. Limited, Meerut Road, Guldhar, Ghaziabad (UP/3136) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linker Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life

Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(73)/83-PF. II]

का० प्रा० 2083—मैसर्स अनामालैयर मिल्स प्राइवेट लिमिटेड, पो० बा कस नं० 2, वेगमपुरा, पोस्ट दिण्डीगुल-624002 (तमिल नाडु/1115) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए प्रवर्तन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरंत दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेध रकम उस रकम से कम है जो कर्मचारी को उस दशा में देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तरीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिवक वारिसों को जो यदि यह छूट न दी गई

होती तो उक्त स्कीम के अंतर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिवक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(74)/83-पी०एफ०-II]

S.O. 2083.—Whereas Messrs Annamalaiar Mills Private Limited P.B. No. 2, Begampur, Post Dindigul-624002 (TN/1115) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner; Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(74)/83-PF. II]

का० आ० 2084—मैसर्स जे०के० इण्डस्ट्रीज लिमिटेड, जय-केय ग्राम, पोस्ट आफिस कंकोली, जिला उदयपुर (राजस्थान 2601) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### प्रमुखी

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके उत्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति कर्मचारियों की बहुसंख्या की भाषा में उसका मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम, के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा में स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देये होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की

संभावना हो वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना आनु-मोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या वित्तिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/वित्तिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमा कृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस० 35014/75/83 पी० एफ०-II]

**S.O. 2084.**—Whereas Messrs J. K. Industries Ltd., Jay-Kay, Gram, P.O. Kankroli, District Udaipur (RJ/2601) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(75)/83-PF. II]

**का० झा० 2085** मैसर्स कन्याकुमारी जिला सहकारी स्पिनिंग मिल्स लि०, आरासवेसोली/629301 (तमिल नाडु-5610), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की

उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उद्भव अनुसूचा में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समद-समद पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समद-समद पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों

के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में देय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनित्युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापना के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अमफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिश्रम की दशा में उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिनों के भीतर सुनिश्चित करेगा।

[संख्या एम-35014(83)/83 पी० एफ-II]

S.O. 2085.—Whereas Messrs The Kanyakumari District Co-operative Spinning Mills Ltd., Aralvaimozhi-629301 (IN/5610) hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making

any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(83)/83-PF. II]

का० प्रा० 2086—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स नागराज एण्ड कम्पनी, नं० 132-ए, लेटिस ब्रिज रोड, मद्रास-41 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[मं० एस-35019/271/82-पी० एफ० II]

S.O. 2086.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Nagaraj and Company, No. 132-A, Lattice Bridge Road, Madras-41 have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said act to the said establishment.

[No. S-35019/271/82-PF. II]

का० प्रा० 2087.—उपासर्गिन् ब्लेक लिमिटेड, 14-प्रिन्सेप स्ट्रीट, कलकत्ता-700072 (कोड नं० पश्चिम बंगाल/11027) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (ख) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का मन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों



रहते हुए उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन के छूट देती है।

### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कलकत्ता को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) अधीन समय समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापनकेसूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरंत दर्ज करेगा। और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदस्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रुत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस वंश में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित की प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन

प्रादेशिक भविष्य निधि आयुक्त, कलकत्ता के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें, प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वंश में उन भूत सदस्यों के नाम-निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक वंश में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस्-35014/68/80-पी०एफ-2]

**S.O. 2087.**—Whereas Messrs Usha Martin Block Ltd. 14 Princep Street, Calcutta-700072 (Code No. WB/11027) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Calcutta, maintain such accounts and

provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Calcutta and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

कां.सां. 2088.—मैसर्स केबल कारपोरेशन आफ इंडिया लिमिटेड, दत्तापाडा रोड, बोरीवली, बम्बई-400066 (महाराष्ट्र 5507) और अलग-अलग क्षेत्रों में स्थित इसकी शाखाएँ जोकि इसी कोड नंबर के अन्तर्गत आते हैं। (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 18 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का सामाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976, (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुक्षेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों वहन का नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके

स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संचालित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में से देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, तो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हस्ताक्षर नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर भुविस्थित करेगा।

**S.O. 2088.**—Whereas Messrs Cable Corporation of India Ltd., Dettapada Road, Borivali, Bombay-400066 (MH/5507) including its branches located in different regions and covered under the same code number (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme)

Now therefore in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

#### SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer

4 The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees

5 Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view

9 Where, for any reason, the employees of the said establishment do not remain covered under the Group

Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(47)/83-PF. II]

नई दिल्ली, 19 अप्रैल, 1983

का० प्रा० 2089:— मैसर्स देवास टैक्सटाईल मिल्स प्रा० लि०, 27/सो, इण्डस्ट्रियल एरिया, आगरा-बम्बई रोड, देवास, मध्य प्रदेश (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (ख) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपलब्ध अनुसूची में धिनिदिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

#### अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का सन्दाय आदि भी है, हमें घाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनवाद, स्थापना के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी घात के होते हुए भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करें,

प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रुक की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत दशा में उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न बी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों या विधिक वारिसों की बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/12/83 पी० एफ०-2]

ए० के० भट्टारखी, अवर सचिव

New Delhi, the 19th April, 1983

**S.O. 2089.**—Whereas Messrs Dewas Textile Mills Pvt. Ltd., 27/C, Industrial Area, Agra-Bombay Road, Dewas, Madhya Pradesh (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linker Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

#### SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed

in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(12)/83-PF. III]

A. K. BHATTARAI, Under Secy.

New Delhi, the 20th April, 1983

**S.O. 2090.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Chinakuri-1/2 Pits Colliery of Messrs Eastern Coalfields Limited, Post Office Sunderchak, District Burdwan and their workmen, which was received by the Central Government on the 18th April, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 67/80

PARTIES :

Employers in relation to the management of Chinakuri

1/2 Pits Colliery of M/s. Eastern Coalfields Ltd.,  
P.O. Sunderchak, Dist. Burdwan.

AND

Their workmen

APPEARANCES :

For the Employers—None.

For the Workmen—Sri S. Chakravarty, Vice-President of the Union.

STATE : West Bengal.

INDUSTRY : Coal.

Dated, the 8th April, 1983

#### AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(48)/80-D. IV(B) dated the 31st October, 1980.

#### SCHEDULE

“Whether the management of Chinakuri 1/2 Pits Colliery of M/s. Eastern Coalfields Limited, P.O. Sunderchak, Dist. Burdwan was justified in not regularising the following workmen as Tyndals with effect from February, 1976 ? If not, to what relief are the concerned workmen entitled ?

1. Sri Rashmoy Mahato
2. Sri Haripada Karmakar
3. Sri Bhudeb Mahato
4. Sri Tarapada Mahato
5. Sri Shyampada Mahato
6. Sri Bablu Mahato
7. Sri Paru Bouri
8. Sri Bejoy Bouri
9. Sri Mongal Bouri
10. Sri Intaf Mian
11. Sri Nejamuddin
12. Sri Indadeo Nunia
13. Sri Provat Hazra
14. Sri Mritunjoy Karmakar.

2. According to the union the concerned workmen were permanent wagon loaders prior to 1976 for a long time in the colliery. It is alleged that the management employer them as Tyndals in time rated category from February, 1976 in Category IV and paid them wages through pay sheets till October, 1976. Thereafter the payment was stopped upto June, 1977 whereupon the Asstt. Secretary of West Bengal Khan Mazdoor Sangh (U.T.U.C.) vide their letter dated 22-7-1977 raised an industrial dispute before the A.L.C.(C) Asansol for non-regularisation of these workmen as Tyndals. The said dispute, however, was closed as the management assumed to regularise these workers as Tyndals. The management, however, did not do anything for two years and then the matter was again taken up by the present union in August, 1979. It is stated that though the concerned workmen are working as time rated Tyndals from February, 1976 but in 1979 the management designated them as Group I underground piece-rated mazdoor and their wages was fixed in Group I of the Coal Wage Board which is against law as no such designation exists in the Wage Board recommendation. It is further submitted that the concerned workmen are performing similar nature of job as Tyndals for which they were even paid wages for 9 months and as such they are entitled to be regularised as Tyndals with full back wages.

3. The management has contested the claim of the concerned workman and it is alleged that the sponsoring union has got no locus-standi to raise the dispute. According to them the Coal Mines Employees Union which has sponsored this dispute have got no membership from among the workmen of this colliery and they have got no representation there and hence the Reference is bad. It is also stated that the present dispute is in relation to the demand of upgrading the 14 workmen concerned of piece-rated Group I to Category IV which is collective dispute and it cannot be sponsored by the union which has no authority.

4. On fact it is stated that the workmen concerned were working as casual workmen on piece rate at the relevant time and they were offered job as and when available and that the said workmen were engaged mostly in underground for the job of cleaning sand from galleries and sumps and other places where used to be accumulation of sand caused due to sand stowing operation in the mine. In 1979, however, the above job became a regular feature and hence the concerned workmen were absorbed permanently as piece rated mazdoors in Group I of the National Coal Wage Agreement dated 11-12-74. It is, however, admitted that at times when occasion arose workmen of lower category are temporarily deployed to work in higher categories and they are paid difference of wages. Some of these concerned workmen were deployed to work as Tyndals on certain occasions and they were paid acting allowance for the same, but they were never appointed as Tyndals nor their services as Tyndals permanently was ever required.

5. In the circumstances it is prayed that the Reference be decided in favour of the management.

6. The point for consideration is as to whether the management was justified in not regularising the concerned workmen as Tyndals with effect from February '76. It not to what relief they are entitled.

7. It may however be stated that the case was represented by officers of the management who filed documents and also cross-examined the workmen witnesses as also examined their own witness. On the date fixed for argument none of the management's representative appeared to argue the case and hence argument on behalf of the union was heard and award was reserved.

8. Before discussing the case on merits it will however be proper to discuss the preliminary issue as to whether the sponsoring union vis. Coal Mines Employees Union have got locus-standi to raise the present dispute or not. According to the management the sponsoring union has got no membership in this colliery. As against this the union has filed a membership register Ext. W-8 to show that they have got about 101 members in this colliery and the counterfoils Ext. W-10 series have also been filed. According to WW-1 who is one of the concerned workmen, about 8 unions function in this colliery including the sponsoring union and only 50 per cent of the employees of the colliery are members of some unions or the other. The union has also filed Ext. W-11 series, Exts. W-12 to W-15 which are the correspondence between the sponsoring union and the management in different years which clearly indicate that the sponsoring union was functioning in this colliery and the management also invited them to take part in discussions and on the above evidence it cannot be held that the sponsoring union do not function in this colliery and they have no locus-standi. Ext. W-16 is an application dated 3-1-1977 filed by the workers before the President of the Coal Mines Employees Union requesting them to take up their case. This document also proves that the sponsoring union was functioning there.

9. Ext. W-5 is an application by the present workmen to the President of the Coal Mines Employees Union of the year 1978 requesting them to take up their dispute. By this letter the concerned workmen authorised the union to take up their dispute. On the basis of this letter the Secretary of the union raised an industrial dispute in the year 1979 vide Ext. W-17. Ext. W-9 is the minutes of the meeting of the Executive Committee of the union showing that the case of these workmen were taken up by them. Ext. W-18 is the failure report.

10. Thus on a consideration of the above evidence it is clear that the sponsoring union has got locus-standi to raise the present dispute and hence the Reference cannot be held to be bad on that score.

11. Then let us come to the merits of the case. The case of the union is that these workmen were originally wagon loaders but from February '76 they were employed as Tyndals and were also paid wages as Tyndals for about 9 months and thereafter their payment was stopped and in the year 1979 they have been placed in Category I as mazdoor, but according to the management, however, all these workmen were casual workers and was employed in different jobs as and when required and on certain occasions they were no doubt employed as Tyndals but it was a temporary basis for which

they were paid different of wages. It is also the management case that the concerned workmen are at present working as Category I mazdoors and are engaged in cleaning sands. According to them when this type of job became of a permanent nature they were regularised in Category I from 1979.

12. No documents has been filed on behalf of the union to show that the concerned workmen are still working as a Tyndal and in this regard there is only verbal testimony of WW-1 & WW-2. It is however admitted by WW-2 in his cross-examination that they were initially casual workers and were given work when any work was available and only got difference of wages when they were given work of a higher grade. The fact that higher pay was paid on certain occasions is also proved from wage vouchers from Ext. W-7 series.

13. It is however admitted that the dispute of these workmen was originally taken up by another union viz. West Bengal Khan Mazdoor Sangh. Ext. W-6 is a letter dated 22-7-77 from the Asstt. Secretary of the Sangh to the A.L.C. The subject matter mentioned in this letter is regarding non-regularisation of these wagon loaders. In this letter it has been stated that these workmen were working as Tyndals for more than a year and so they should be regularised and fixed in proper category. Thereafter the said union did not take any further steps. It appears that the work of Tyndals taken from these workmen was for a temporary period only and thereafter they were employed in other jobs as contended by the management. Admittedly the concerned workmen were previously working as casual labourers and were not permanent employees. The management subsequently in the year 1979 regularised them as Category I mazdoors and they were absorbed permanently. Exts. M-1 and M-2 are the attendance and measurement registers from June '76 to September '79 as also June '76 to March '80 which show that the concerned workmen were working as Category I mazdoors and were engaged in cleaning sand and were placed in time rate. Now if these workmen would have been working as Tyndals their names would not have been mentioned in these registers. There is nothing to disbelieve the entries made in these two registers. MW-1 was Production Manager of this colliery since, 1974. He has stated that the nature of job of these workmen is to clean sand which comes in underground roadways due to sand stowing operation etc. and their work is supervised by Overman as well as by the Asstt. Manager and Manager and they are paid on the basis of work done by them as per measurement of work. The two registers Ext. M-1 & M-2 also show the details of the work performed by these workmen in a gang. This witness, however, has stated that in the year 1976 a Road-header was introduced in Chinakuri Colliery and as the Tyndals were not in a position to cope up with all the jobs the concerned workmen were temporarily engaged to perform some higher category miscellaneous jobs for which they were paid at times. According to him also they were all casual workers and were required to work as and when some job was available for them. Thus from his evidence also coupled with the entries made in Exts. M-1 & M-2 it is apparent that the concerned workmen are performing the job of Category I Mazdoors and are cleaning sand etc., but it appears that they are now claiming to be categorised as Tyndals because they worked as Tyndal for some time. But that in my opinion will not entitle them to be absorbed permanently as Tyndals. They are in fact doing the job of Category I Mazdoors and are cleaning sand etc.

14. The union has also filed Exts. W-1 to W-4 to show that certain show cause had been issued against the workmen because they did not perform the duty of cleaning sand on certain dates to which they gave their reply. But these documents are of the year 1981 and not at all relevant for the purpose of this case. It might be that as these workmen were claiming to be categorised as Tyndals they might have refused to work as Mazdoor on certain dates, but this document cannot go to prove that they were in fact working as Tyndals.

15. Considering the evidence on the record, I hold that the action of the management in not regularising the concerned workmen as Tyndals is justified and the concerned workmen are not entitled to any relief.

16. I give my award accordingly.

1. N. SINGH, Presiding Officer  
[No. L-19012(48)/80-D.IV(B)]  
R. K. GUPTA, Desk Officer.

नई दिल्ली, 21 अप्रैल, 1983

का० घा० 2091—केन्द्रीय सरकार, मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 19 के उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के प्रयोजन के लिए संयुक्त मुख्य श्रम आयुक्त (केन्द्रीय), नई दिल्ली को संपूर्ण भारत के निरीक्षक के रूप में नियुक्त करती है।

[सं० एस०-32013/5/82-डब्ल्यू० सी० (एम० डब्ल्यू०)]

New Delhi, the 21st April, 1983

S.O. 2091.—In exercise of the powers conferred by sub-section (1) of section 19 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby appoints the Joint Chief Labour Commissioner (Central), New Delhi as Inspector for the whole of India for the purpose of the said Act.

[No. S-32013/5/82-W. C. (MW)]

नई दिल्ली, 23 अप्रैल, 1983

का० घा० 2092—केन्द्रीय सरकार न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा उक्त अधिनियम की अनुसूची के भाग I में रेलों, माल गोदामों, डाकों और पत्तनों में लदाई-उतराई के नियोजन जोड़ती है, जिसे जोड़ने के संबंध में वह भारत के राजपत्र भाग II, खण्ड 3 उपखण्ड (ii) दिनांक 6 जून, 1981 में प्रकाशित भारत सरकार के भूतपूर्व श्रम मंत्रालय की अधिसूचना सं० का० आ० 1685 दिनांक 22 मई, 1981 द्वारा अपने आशय की सूचना पहले ही दे चुकी है।

[सं० एस०-32017/1/79-डब्ल्यू० सी० (एम० डब्ल्यू०)]

New Delhi, the 23rd April, 1983

S.O. 2092.—In exercise of the powers conferred by Section 27 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby adds to Part-I of the Schedule to that Act, the employment in loading and unloading in Railways, goods, sheds, docks and ports, notice of its intention to do so having already been given by the notification of Government of India in the late Ministry of Labour number S. O. 1685 dated the 22nd May, 1981 published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 6th June 1981 as required by the said Section.

[No. S-32017/1/79-WC(MW)]

का० घा० 2093.—केन्द्रीय सरकार न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 27 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा उक्त अधिनियम की अनुसूची के भाग I में रेलों में राख गड़ड़ा (एशपिट) साफ करने के नियोजन जोड़ती है, जिसे जोड़ने के संबंध में वह भारत सरकार के राजपत्र दिनांक 15 जनवरी, 1983 के भाग II, खण्ड 3 उपखण्ड (ii) में प्रकाशित भारत



सरकार के धर्म एवं पुनर्वासि मंत्रालय की अधिसूचना सं० का०आ० 372 दिनांक 21 दिसम्बर, 1982 द्वारा अपने आशय की सूचना पहले ही दे चुकी है।

[सं० एस-32017/5/78-इन्ड्यू०सी० (एम०इन्ड्यू०)]

एम० एल० मेहता, अवर सचिव

S.O. 2093.—In exercise of the powers conferred by Section 27 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby adds to part I of the Schedule to that Act, the employment in Ashpit Cleaning on Railways, notice of its intention to do so having already been given, by the notification of Government of India in the Ministry of Labour and Rehabilitation number S. O. 372 dated the 21st December, 1982, published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 15th January, 1983 as required by the said Section.

[No. S-32017/5/78-WC(MW)]

M. L. MEHTA, Under Secy.

New Delhi, the 29th April, 1983

S.O. 2094.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. I, Bombay-400001, in the industrial dispute between the employers in relation to the management of Sub-Area Manager, Sub-Area No. 2 of Western Coalfields Limited, Chandrapur and their workman, which was received by the Central Government on the 20th April, 1983.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO 1 AT BOMBAY

Reference No. CGIT-24 of 1981

#### PARTIES :

Employers in relation to the management of Sub-Area Manager, Sub-Area No. 2 of W.C.L., Chandrapur ;

AND

Their Workman.

#### APPEARANCES :

For the employers—Mr. P. Sadasivan Nair, Advocate

For Wardha Valley Collieries Workers' Union, Chandrapur—Mr. S. P. Singh, General Secretary.

INDUSTRY : Coal and Mines STATE : Maharashtra

Bombay, the 31st day of March, 1983

#### AWARD

The Government of India, Ministry of Labour, by order No. L-18012(6)/81-D. IV (B) dated 10th November, 1981, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred to this Tribunal for adjudication an industrial dispute between the employers in relation to the management of Sub-Area Manager, Sub-Area No. 2 of W.C.L., Chandrapur, and their workman in respect of the matters specified in the schedule mentioned below :—

#### SCHEDULE

"Whether the action of the management of Rajur Colliery of WCL, P.O. Rajur, Distt. Chandrapur in changing the designation of Shri Chandrapal Vasudeo from Haulage Khalasi to Haulage Trammer and subsequently stopping him from work with effect from 1-9-80 justified? If not, to what relief is the workman entitled?"

2. According to the workman, Chandrapal Vasudeo, he was working at Ballarpur Colliery since 1968. In the statement of claim it is alleged that he was working as a Haulage Engine Khalasi since 1975. He was transferred from Ballarpur Colliery to Rajur Colliery on 1-10-1978. It was stated in the transfer order that he was working as Haulage Engine Khalasi. According to the workman after he was transferred to Rajur Colliery he did the work of running the haulage engine. There was no any dispute till 30-8-1980. However, on 31-8-1980 the workman was told that he could not be given the work of running the haulage engine. He was then told that he should work either as Trammer or Loader. The workman then asked the Manager, Rajur Colliery to transfer him to Ballarpur Colliery. It is contended in the statement of claim that the Manager, Rajur Colliery wanted to employ one man of his for the work which this workman was doing. Therefore, the workman was asked to do the work of Trammer/Loader. He approached the higher authorities, but still he was not given the work of running the haulage engine. The workman then gave a notice to the Manager, Rajur Colliery on 6-12-1980 that if he was not given the work of running haulage engine he was going on fast unto death from 20-12-1980. Thereafter, the workman was suspended from duty on 17-12-1980. The workman went on fast from 20-12-1980 to 28-12-1980. The Assistant Labour Commissioner(C), Nagpur intervened and therefore the workman discontinued his fast from 29-12-1980. The conciliation proceedings, however, failed. On these allegations the workman and the Union (the General Secretary, Wardha Valley Collieries Workers' Union) prayed that the workman should be taken back in service from 31-8-1980 with all consequential benefits.

3. Before this statement of claim was filed on 26-12-1982 the management had filed its written statement on 26-4-1982. The management pleaded as follows. This reference has been made on the demand of the Union. The said Union has practically no membership and no functioning in the Rajur Colliery of Western Coal Fields Limited. The dispute, therefore, remains an individual dispute and not an industrial dispute. There was no change of designation of the workman, Chandrapal Vasudeo. The management did not stop the workman from work. The workman himself refused to work. The workman was initially working in Ballarpur Colliery. He was designated and working there as Haulage Time-rated Trammer (for short "HTT"), and placed in category III of the Wage Board. He applied for transfer. Due to a typographical mistake in the transfer order he was shown as Haulage Khalasi and on the basis of that transfer order he was permitted to work at Rajur Colliery as Haulage Khalasi. HTT and Haulage Khalasi are both in category III of the Wage Board and their wages are the same. It was further pleaded as follows. Subsequently, when the last pay certificate and service particulars of the workman were received from Ballarpur Colliery it was shown there that he was working as a HTT. A reference was, therefore, made by the Manager, Rajur Colliery to the Manager, Ballarpur Colliery regarding the correct designation. The Manager, Ballarpur Colliery informed that the designation of the workman was HTT as per their record. HTTs are also permitted to work as Haulage Khalasi, subject to administrative necessity. This, however, does not confer any right to the workman for any job. Unless specifically appointed and designated as such as employee is not entitled to any new designation. The workman was working all along as HTT and therefore permission was given to him to work as Haulage Khalasi in Rajur Colliery. He was a Trammer and he was duty bound to work as a Trammer. Assuming that he was entitled to work as a Khalasi he could not have refused to obey the lawful orders of the management to work as Trammer, if administrative convenience required him to work as a Trammer. He could have started working as a Trammer and submitted his representation. From 1-9-1980 the workman refused to work as Trammer. He was given memo on 17-9-1980. He did not submit any reply to the same. Subsequently, he reported for work for one day on 29-9-1980 and was permitted to work on that day. Thereafter, again he remained absent without any justification. It was further pleaded by the management that the attitude of the workman was totally unreasonable. He indulged in threats, and illegal strike not expected of an employee in Public Sector Undertakings. A charge-sheet was issued to the workman on 10-12-1980 for his continued absence without permission and he was ultimately dismissed from the service. It was submitted that the management never changed



his original designation. In short it was contended that it was the workman himself who stopped doing the work voluntarily and deliberately. The management has neither changed the designation nor stopped him from work. On these allegations it was prayed that the reference be rejected. This written statement was filed on 26-4-1982.

4. In its rejoinder to this written statement the Union contended that the Union commanded the confidence of the workman in Rajur Colliery and that, therefore, it could represent the case of the workman. It was alleged that the workman was authorised to do the work of running the haulage engine while he was working at Ballarpur Colliery and that he continued to do that work even at Rajur Colliery. It was stated that the action of the management in not giving him that work from 31-8-1980 was illegal. A reference has been made above to the allegations in the statement of claim subsequently filed on 26-12-1982.

5. The point that arises for my consideration in this reference is whether the management changed the designation of the workman from Haulage Khalasi to Haulage Trammer and subsequently stopped him from work with effect from 1-9-1980. It is contended for the management that the original designation of the workman was HTT and that this designation was never changed. It is also the contention of the management that HTTs are permitted to work as Haulage Khalasi whenever there was administrative necessity. This did not confer any right on the workman to always work as Haulage Khalasi. According to the management, sometime permission was given to the workman to work as Haulage Khalasi. It is pointed out that both the Haulage Khalasi and HTT are placed in category III of the Wage Board and their wages are the same.

6. Both the sides have produced a number of documents. So far as oral evidence is concerned the Union examined the workman, Chandrapal, as UW-1, and the management examined two witnesses viz. D.C. Karmakar who is working as Manager in Rajur Colliery, as exhibit EW-1 and G. H. Dange, who was working as Manager, Ballarpur Colliery from 1978 to 1981 as exhibit EW-2. The management has produced form 'B' register in the evidence of witness Dange. It is said that this is a statutory register required to be maintained under the provisions of the Mines Act. This is a register in respect of Ballarpur Colliery. At Sr. No. 829 there is an entry in respect of this workman. It appears that the names of the workmen are entered in this register, and the particulars of the workmen regarding the date of birth, nature of employment and date of first appointment, etc. are also mentioned. Thumb impression or signature is taken of the workman concerned in one of the columns. The entry in respect of this workman in this form 'B' register shows that his employment commenced on 20-2-1970 and in the column headed "nature of employment" it is mentioned that he was HTT meaning thereby Haulage Time-rated Trammer. This register is also mentions the names of higher officers like Managers and Asstt. Manager. The register is duly stamped. The pages of this register are soiled and no doubt can be entertained that this register is prepared for the purpose of this case. This register shows that the designation of the workman was HTT.

7. The workman was transferred from Ballarpur Colliery to Rajur Colliery on 1-10-1978. His pay bills for the months of August and September 1978 are produced on behalf of the management. They are at exhibit E-11 and 12. The name of this workman is to be found at Sr. No. 92 in both these pay bills. His designation there is shown as HTT and not as Haulage Khalasi.

8. The transfer order at exhibit E-1 dated 30-9-1978 states :—

"Shri Chandrapal S/o. Vasudeo, Haulage Khalasi, Ballarpur Colliery 3 and 4 pits is hereby transferred in his existing capacity and grade to Rajur Colliery Sub Area No. 1."

Reliance is placed on behalf of the Union on this transfer order to show that the workman was working as Haulage Khalasi at Ballarpur Colliery. There is one more document which is produced by the Union. It is at exhibit U-1. Under this document the Manager, Ballarpur Colliery

issued an authorisation in favour of this workman in the prescribed form provided under the Coal Mines Regulations, 1957. The text of this authorisation is as follows :—

"You Chandrapal Vasudeo having been appointed at this Mine are hereby authorised as Haulage Khalasi at Ballarpur 3 and 4 pit mine/seam/district, a copy of the regulations, rules, bye-laws and orders made thereunder which affect you, being made over to You.

Manager 7-8-1975.

1. Chandrapal Vasudeo having been appointed at this Colliery accept authorisation as Haulage Khalasi at Ballarpur mine/seam/district and acknowledge receipt of a copy of the regulations, rules, bye-laws and orders made thereunder, which affect me."

Now, the Union in the statement of claim has stated that the workman was working as Haulage Khalasi since 1975, and the reference in this connection is made to this authorisation dated 7-8-1975. It is contended for the management and with justification that this authorisation is not an appointment order showing in what capacity the workman was initially appointed. It only shows that the workman was authorised to work as Haulage Khalasi. In this connection a reference may be made to para 5 of the written statement of the management in which they have stated that HTTs are also permitted to work as Haulage Khalasi "subject to administrative necessity." This however, does not confer any right on the workman for any job. It is further stated in para 6 of the written statement that unless specifically appointed and designated as such, an employee is not entitled to any new designation. The case of the management is that exhibit U-1 is merely an authorisation to work as Haulage Khalasi. This authorisation, according to the management, does not show in what capacity the workman was appointed and what substantive capacity he held. So far as the transfer order on which reliance has been placed on behalf of the workman is concerned, it is explained in the evidence of Dange, the Manager of Ballarpur Colliery (exhibit EW-2). He stated that the workman is described as Haulage Khalasi in the transfer order because probably he must be working as Haulage Khalasi at the time of transfer. It appears that relying upon this transfer order the workman was allowed to work as Haulage Khalasi at Rajur Colliery. He was allotted a quarter under the order of the Manager Rajur Colliery dated 8/9th October, 1978. In that order (exhibit U-3) the workman is described as Haulage Khalasi. Reliance is placed by the workman on this order to show that his designation was Haulage Khalasi. The management however, submits that this order dated 8/9-10-1978 is based on the transfer order dated 1-10-1978 (exhibit U-2) in which the workman was by mistake described as Haulage Khalasi.

9. It appears that the Manager, Ballarpur Colliery, sent the last pay certificate/service particulars on 2-12-1978 to Rajur Colliery. This last pay certificate is at exhibit E-8. In column No. 2 of this last pay certificate which relates to designation, the designation of the workman is shown as HTT and not as Haulage Khalasi. Now, this document should, in my opinion, be preferred to the transfer order (exhibit U-2) to find out what was the designation of the workman. Dange the Manager of Ballarpur Colliery, has explained why in the transfer order the workman was described as Haulage Khalasi. He has stated that probably he must be working as Haulage Khalasi at that time. As is pointed out above, it is the case of the management that HTTs are also permitted to work as Haulage Khalasi subject to administrative necessity. The evidence of Karmakar (exhibit EW-1), the Manager of Rajur Colliery shows that the two posts of Haulage Khalasi and HTT are interchangeable, that pay scale of both the categories is the same. There is no cross-examination on this point. It is not disputed even in the arguments before me that both the posts carry the same pay scale. It is argued for the management and with some substance that if the workman was appointed as Haulage Khalasi there would have been no necessity to issue separate authorisation in his favour as Haulage Khalasi. It is submitted that because he was holding the post of Haulage T.T. and still he was required to work as Haulage Khalasi for administrative necessity, the authorisation at exhibit E-1 was issued in his favour. I accept the management's explanation that because the workman was working as Haulage Khalasi at the time of his

transfer order. The last pay certificate which contains service particulars, however, shows that the designation of the workman was HTT. If this last pay certificate is read along with form 'B' register (exhibit E-13) and pay bills (exhibit E-11 and 12) it will have to be held that the workman had the designation of HTT only.

10. From the evidence of Karmakar, the Manager of Rajur Colliery it appears that he received the last pay certificate on 3-2-1980. This last pay certificate showed the designation of the workman as HTT. However, the workman was allowed to work as Haulage Khalasi upto 30-8-1980. A question was asked to Karmakar as to why the workman was allowed to work as Haulage Khalasi even after the receipt of last pay certificate. The reply given by Karmakar was that the two posts of Haulage Khalasi and HTT are inter-changeable and there was vacancy of Haulage Khalasi at that time. He further stated that a portion of the mine was closed subsequently and there was no vacancy of Haulage Khalasi in which the workman could be allowed to work as Haulage Khalasi. The Manager, Rajur Colliery wrote a letter to the Manager, Ballarpur Colliery on 24-9-1980 (exhibit F-2) seeking the clarification from the latter about the real designation of the workman. He pointed out in his letter that the designation of the workman was shown as Haulage Khalasi in the transfer order but in the last pay certificate his designation was shown as H.T.T. The reply given by the Manager, Ballarpur Colliery on 25/26-10-1980 (exhibit E-9) is to the effect that the designation of the workman, Chandrapal was HTT as per their records. Having considered all these materials I find that even though the workman was described as Haulage Khalasi in the transfer order his real designation was HTT. The management, therefore, cannot be said to have changed the designation of the workman from Haulage Khalasi to Haulage Trammer. The management has explained the mistake in the transfer order.

11. The next question is whether the workman was stopped from work with effect from 1-9-1980. It will appear from the evidence of the workman that the workman himself did not want to do any other work than that of Haulage Khalasi. He admitted in para 6 of his cross-examination that he said that he would not do any other work. Karmakar, the Manager of Rajur Colliery has stated in his evidence that he never stopped the workman from work as a Trammer. However, he refused to work as a Trammer. I, therefore, find that the management did not stop the workman from doing his work. It is the workman who stopped doing work as he was told to do the work of Trammer to which category he belonged.

12. My answer, therefore, to the reference is that the real designation of the workman at the material time was HTT. He was only at times allowed to work as Haulage Khalasi. The pay scales of both these posts are the same. When there was no vacancy of Haulage Khalasi at Rajur Colliery the workman was told to work as HTT which he refused to do. It appears that the workman was subsequently dismissed from the service after a departmental inquiry was held against him as he remained absent without permission. Mr. Nair, the learned counsel for the management, says that if the workman agrees to work as a Trammer and if the workman informs the management accordingly, the management may consider his request for taking him back. This question, however, does not arise in this reference. It appears that there is other reference pending before me in which the workman has challenged his dismissal. Whether the action of the management in dismissing the workman was justified would arise for my consideration in that reference.

13. The management has taken one contention and it is that the Union which espoused the cause of the workman has no membership and no functioning in the Rajur Colliery. No evidence has been led on behalf of the Union on this point. Mr. Singh, the General Secretary of the Union, who conducted this reference on behalf of the Union, however, pointed out that the management did not raise this objection in the conciliation proceedings. The management did not argue in the conciliation proceedings that this is an individual dispute only and that there was no industrial dispute. The Union has placed on record the failure report in respect of this dispute submitted by the Asstt. Labour Commissioner(C), Nagpur, which is at exhibit U-7. However, in view of my

findings on merits of the matter I do not think it necessary to probe into the question whether there was industrial dispute or not as the evidence on the point is very scanty.

14. So far as the reference is concerned, my answer to the point referred to me is as stated above, viz., that the real designation of the workman was HTT; that the management did not change his designation and that the management did not stop him from work.

15. My award accordingly. In view of my findings, the reference deserves to be rejected. No order as to costs.

M. D. KAMBLI, Presiding Officer

[No. L-18012 (6)/81-D.IV(B)]

**S.O. 2095.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3 Dhanbad, in the industrial dispute between the employers in relation to the management of Neamatpur Area Store of Eastern Coalfields Ltd., Borachak House, P.O. Sitarampur, Distt. Burdwan and their workman, which was received by the Central Government on the 23-4-83.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 12/81

PARTIES :

Employers in relation to the management of Neamatpur Area Store of E.C.L. Borachak House, P.O. Sitarampur, Dist. Burdwan.

AND

Their workman.

APPEARANCES :

For the Employers—Sri S. N. Ram, Dy. P. M.

For the Workman—Shri S. Chakravarty, Vice-President of Union.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 16th April, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012 (65)/80-D.IV(B) dated the 22nd April, 1981.

SCHEDULE

“Whether the action of the management of Neamatpur Area Stores under the General Manager, Dishergarh Area of M/s. Eastern Coalfields Ltd. P.O. Sitarampur (Burdwan) in not placing Shri Md. Danish to Technical and Supervisory 'C' Grade with effect from 5-5-1979 is justified? If not, to what relief the workman is entitled and from which date?”

2. According to the workman he worked as Telephone Operator for more than 20 years from the time of erstwhile management and after take over of the management and nationalisation he was placed in Technical D Grade of Coal Wage Board. It is stated that the management of Eastern Coalfields vide their letter dated 9-5-1979 formulated a norms and directed that the Telephone Operators who have put in minimum service of three years as Telephone Operator should be placed in Technical and Supervisory Grade C with effect from 5-5-1979. It is submitted that on the basis of the above office order the concerned workman demanded that he should be placed in Technical C Grade with effect from 5-5-1979 as he had completed many years

as Telephone Operator at the P.B.K at Neamatpur Workshop and Stores from before nationalisation. The matter was taken up by the union and the union also sent a registered letter dated 8-6-1980 requesting the management to place the concerned workman Md. Danish in Technical Grade C with effect from 5-5-79. As the matter was not conceded to by the management, industrial dispute was raised and the matter was referred to the A.L.C. (C) Asansol but no settlement was arrived at. The conciliation ended in failure and thereafter the present Reference was made. It is prayed that the concerned workman should be put in Technical Grade C with effect from 5-5-79 with full back wages. It may, however, be stated that the concerned workman has retired from service with effect from 1-7-1980.

3. The management has challenged the locus-standi of the sponsoring union viz. Coal Mines Employees Union to raise the dispute on the ground that this union has got no existence or following in the Neamatpur Area.

4. It is, however, admitted that the concerned workman Md. Danish was working as Telephone Operator in the Neamatpur Area Stores where there was a P.B.X. and another Telephone Operator one Sri Ghosh was also working there. It is not denied that the concerned workman had completed more than three years of his service as Telephone Operator. It is however alleged that the said P.B.X. for Neamatpur Area Stores was abolished with effect from 18-7-79 and direct lines were laid with the result both the Telephone Operators became surplus. It is further stated that Md. Danish was transferred to Chinakuri by order dated 27-7-79 but the said order was revised as he represented some difficulties and he was directed to join at Dhemomain Colliery where P.B.X. was available by order dated 3-8-79.

5. It is alleged that Md. Danish did not comply with this order and he represented to the management to allow him to remain in the Neamatpur Area Stores as he was to retire from 1-7-1980 and considering his representation the management allowed him to continue there till his retirement and he was deployed in different jobs in the Stores with clear understanding that he will not be treated as Telephone Operator and will not claim any benefit as a Telephone Operator. It is, however, admitted that the Telephone Operators who had put in minimum three years of service, were to be given Technical and Supervisory Grade C with effect from 5-5-79 as contended by the workman. But it is submitted that before the said order could be implemented by constituting a Committee as envisaged in that order the P.B.X. of Neamatpur Workshop and Stores was dismantled and that as Md. Danish was retained in Neamatpur Area in other capacity on his representation there could be no question of his case being examined by the Committee for placing him in Supervisory and Technical Grade C. It is also stated that as Md. Danish ceased to be a Telephone Operator and was engaged in other jobs the question of placing him in Technical Grade C could not arise and for that view of the matter the concerned workman is not entitled to any relief.

6. The point for consideration is as to whether the action of the management of Neamatpur Area Stores under the General Manager, Dishergarh Area of Eastern Coalfields in not placing Sri Md. Danish in Technical and Supervisory Grade C with effect from 5-5-79 is justified. If not, to what relief the workman is entitled and from which date?

7. In support of his case the workman has examined himself as WW-1. It is admitted that the concerned workman Md. Danish was working as Telephone Operator for about 20 years. In this regard a letter of the Eastern Coalfields dated 9-5-79 (Ext. W-1) is very relevant. It reads as follows:

"The matter about the scale of the pay of the Telephone Operators who have been working for more than 3 years in the Area/Sub-Area and collieries as such, has been engaging the attention of the management since some time past.

It has been decided to place such Telephone Operators who have put in minimum three years services as Telephone Operator in the technical and supervisory Grade 'C' (Rs. 442-22-618-29-734) with effect from 5-5-79.

You may as such constitute a committee to examine such cases and those Telephone Operators who have completed three years service as Telephone Operator may be placed in Tech. and Supvr. Grade 'C' as indicated above.

This issues with the approval of Director (Personnel)."

Thus from the above letter it is clear that all Telephone Operators who had put in minimum three years service as Telephone Operator were to be given Technical and Supervisory Grade C with effect from 5-5-79 and a Committee was to be constituted only to examine such cases. There was no other condition in the order and the only condition was that a Telephone Operator should have completed three years service as such was to be put in Technical Grade C. Admittedly the concerned workman had fulfilled the said qualification and therefore automatically he should have been placed in Technical Grade C with effect from 5-5-79.

8. The management's defence, however, is that as the P.B.X. at Neamatpur Area was abolished with effect from 18-7-79 and Md. Danish became surplus and so he was transferred to Chinakuri by letter dated 27-7-79. The abolition thus took place in the month of July '79 but the concerned workman was to get supervisory grade from 5-5-79. But this grade was not given to him. Ext. M-1 is the office order dated 27-7-79 transferring Md. Danish and Shri Ghosh another telephone operator to Chinakuri and by the said letter they were released. There is no paper to show that the concerned workman Md. Danish refused to join at Chinakuri. Rather the evidence of the workman is that he went to Chinakuri but he was not allowed to join there. Further this order of transfer was itself cancelled and both these workmen were transferred to Dhemomain colliery vide Ext. M-3. The cancellation order was passed on the request of the Chief of Telecommunication vide his letter Ext. M-2 dated 10-8-1979. It however appears from the documents of the management that Md. Danish the concerned workman did not join at Dhemomain colliery. There is no document on the record to show that Md. Danish ever refused to join at Dhemomain colliery. Ext. M-6 is the Office Note dated 12-9-79 by the Deputy Chief Personnel Officer in which he recommended that Md. Danish and Shri Ghose will be placed in technical and supervisory Grade C with effect from 5-5-79 as per circular Ext. W-1. The General Manager on this note ordered that they should first join Dhemomain (Ext. M-7). The evidence of the concerned workman is that he went to Dhemomain also but he was not allowed to join there as there was no job. The endorsement on the office note Ext. M-6 would show that after the Manager directed the workman to join at Dhemomain, there is a note for discussion and for making an enquiry if there was any job at Dhemomain or not and thereafter the note shows that an order was passed to issue a letter to the Agent, Dhemomain to allow these workmen to join there. This fits in with the case of the concerned workman that he was not allowed to join Dhemomain. It is not denied that Md. Danish was retained at Neamatpur Area Stores where other works were taken from him as per evidence of MW-1. The plea of the management in the written statement however is that Md. Danish represented to the management to allow him to remain in Neamatpur Area Stores as his retirement was due soon and considering his representation Md. Danish was allowed to continue till his retirement from 1-7-1980, and was being deployed in different jobs of the stores with clear understanding that he will not be treated as Telephone Operator. This fact has been completely denied by the workman who in his evidence has stated that he never made any such representation nor there was any such understanding. No document or any bit of paper has been filed on behalf of the management to show that every any such representation was made by the concerned workman to retain him in Neamatpur Area Stores. Rather the documents filed by the management will show otherwise. Ext. M-13 is a letter dated 29-3-80 from the Dy. Controller of Stores to the Dy. Chief Personnel Officer, Dishergarh Area, Borachuk House. In this letter the Dy. Controller of Stores wrote that as per previous letters and further discussion with the Dy. Chief Personnel Officer Shri Ghose was being advised to report for duty at Borachuk House, Dishergarh Area. He further wrote that since Md. Danish will be retiring after two months that is in the month of July '80 was requested to kindly cancel his transfer order considering the short period and also other complications regarding transfer of accounts, length of service, records etc.

This letter clearly shows that the management themselves wanted that the transfer order of Md. Danish be cancelled and he may be retained at Neamatpur Area for reasons stated in this letter. The letter nowhere shows that Md. Danish had every made any representation either in writing or even verbal to retain him at Neamatpur. In a sense the letter itself shows that Md. Danish was retained at Neamatpur for convenience of work of the management as there was difficulty in transferring his accounts etc. for a short period only. MW-1 is the Chief Executive Officer of Neamatpur stores and he has stated that Md. Danish was doing the job of collection of materials etc. from different stores prior to his retirement. It is admitted by him that by Ext. M-13 he requested for cancellation of transfer of Md. Danish on the verbal request made by him. But as stated earlier there is no mention of verbal request in the letter Ext. M-15. Further there is also no document to show that Md. Danish agreed to remain at Neamatpur on clear understanding that he will not get the grade of telephone operator. It is not expected that the management would have requested for cancellation of transfer of Md. Danish without taking anything in writing from him unless this cancellation was in the interest of the management. Now if the management retained Md. Danish at Neamatpur for their own interest there is no reason as to why Md. Danish should not get the grade as provided under Ext. W-1 from 5-5-1979. The reason for not giving him technical grade C propounded by the management is neither proved nor is convincing.

9. The next question is regarding the locus-standi of the union. Though the management has taken the plea in their written statement that the sponsoring union has no existence or following in the Neamatpur Area but not a word has been spoken about it in evidence on behalf of the management nor any document has been filed. MW-1 is the sole witness examined on behalf of the management who does not speak a word about the locus-standi. As against this the workman in his evidence has stated that he is a member of this union and this union is functioning there and that other workmen of the area, are members of this union. WW-2 does the trade union activity and he has proved the resolution of the union to raise the industrial dispute. Exts. W-2 to W-2/1 are the counter-foils of receipts and Ext. W-3 is the membership register. The membership register would show that there are 71 members of the Area Stores in this union. The counterfoils also prove the same. Ext. W-4 is the agenda of the meeting of the Executive Body of the union dated 4-9-80 showing that the union had taken up the matter in question. The workman has also stated that he approached the union to take up his case. Thus from the above documents it is clear that the union in question has got a following at Neamatpur Area Stores and it function there. Further it is well settled that even a minority union can take up the dispute. The authority was given to the union before the present Reference was made.

10. The management, however, has filed Ext. M-17 along with a certified copy of the award passed in Reference Case No. 64/80 by the Central Govt. Industrial Tribunal Calcutta and it has been urged that the Calcutta Tribunal held in that case that the present union had no locus-standi to raise the dispute. But every case depends on its own fact. Further the award would show that it was regarding the establishment of the General Manager's office, Borachak House at Dishergarh and it was not regarding Neamatpur Area Store. It would also appear that in that case the union had failed to adduce possible evidence to show that they were functioning there, but in this particular case the union has filed the membership register, counterfoils of receipts as also the proceeding of the Executive Body of the union and all these documents go to prove that the union has got locus-standi to raise and conduct this dispute and the Reference, therefore cannot be said to be bad on that score.

11. Thus on a consideration of the entire evidence and facts and circumstances of the case it is clear that the union or the workman concerned succeeds both on merits as also on the point of locus-standi. Further it will appear that the period for which the concerned workman was not given Grade C is of a few months only. It was urged on behalf of the workman at the time of argument that by giving this grade the workman would get monetary advantage of

only Rs. 1000/- or so. There is no reason as to why he should not be put in Technical and Supervisory Grade C with effect from 5-5-1979 as per Ext. W-1.

\* 12. Considering these it is held that the action of the management in not placing the concerned workman in Technical and Supervisory 'C' grade with effect from 5-5-1979 is unjustified. The concerned workman in the circumstances is entitled to be put in Technical and Supervisory Grade "C", with effect from 5-5-1979 and he is entitled to consequential relief regarding back wages and other benefits.

13. I give my award accordingly.

J. N. SINGH, Presiding Officer.

[No. L-19012(65)/80-D.IV(B)]

S.O. 2096.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Mithapur Colliery under Benalee Colliery (R) of Eastern Coalfields Limited, Post Office Searsole Rajbari, District Burdwan and their workmen, which was received by the Central Government on the 20th April, 1983.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 49/80

#### PARTIES :

Employers in relation to the management of Mithapur Colliery under Benalee Colliery (R) of Eastern Coalfields Ltd., P. O. Searsole Rajbari, Dist. Burdwan.

AND

Their workman.

#### APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.

For the Workman—Shri S. Bose, Office Bearer, R.C.M.S.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 14th April, 1983

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012 (34)/80-D.IV(B) dated the 8th August, 1980.

#### SCHEDULE

"Whether the actions of the management of Mithapur Colliery under Benalee Colliery (R) of Eastern Coalfields Ltd., P. O. Searsole Rajbari, Dist. Burdwan in terminating the services of Shri S. K. Mukhtar, General Mazdoor with effect from 22-10-74 was justified? If not, to what relief is the concerned workman entitled?"

2. The case of the workman is that he was appointed as a General Mazdoor in Mithapur Colliery about an year and a half prior to the date of take over of the colliery and at the time of take over he was an employee of the said colliery, with the result that his services were also taken over along with the services of all other employees of the colliery by the present management. It is further stated that about a month after take over he was transferred to neighbouring Nageshwar Colliery where he worked about three and half months and thereafter was transferred back to Mithapur where he worked continuously till October '74. It is also stated on his behalf that he was a member of Coal Mines Provident Fund.

3. It is however alleged that he was stopped from work with effect from 22-10-74 without specifying any reason and without any notice. He approached the higher authorities and made representations but to no effect and finally an industrial dispute was raised before the A.L.C. vide letter

dated 12-6-79. The conciliation failed and thereafter the present Reference was made. The demand of the workman, therefore, is that he should be reinstated with effect from 22-10-74 with full back wages.

4. The management has contested the claim and the defence in that there was never any relationship of employer and employee between the management and the concerned workman and as such there was no question of terminating his services with effect from 22-2-74. It is alleged that prior to take over a number of contractors were engaged for different works and after take over and nationalisation some of the contractors workers who were working permanently were regularised after proper identification and verification. It is alleged that the name of the concerned workman was not mentioned in any of the record of the contractor. It was, however, found that the concerned workman was engaged for some time by Sri A. R. Khan, Contractor for which he was paid wages for his temporary engagement. It is, however, stated that the concerned workman in collusion with some office Assistants manipulated to get his name entered in the bonus register for the year 1974-75 but this fraud was detected before the money could be disbursed to him. According to the management the concerned workman had worked under a contractor Shri Khan for about a week only but he never worked under the present management at any time and as there is no relationship of employer and employee the concerned workman is not entitled to any relief.

5. The concerned workman, however, in his written statement has stated that he never worked as a contractor's labour after take over and that long before take over he has worked under contractor Sri A. R. Khan for 2 to 3 months only and thereafter he was absorbed in Mithapur Colliery as a regular departmental workman.

6. The point for consideration is as to whether the action of the management in terminating the services of the concerned workman with effect from 22-10-74 is justified. If not, to what relief is the concerned workman entitled.

7. It may be stated that the management has denied completely the relationship of employer and employee between them and the concerned workman and their definite case in the written statement is that the concerned workman never worked under the present management nor he was ever regularised by the management. From the documents on the record it will however appear that the concerned workman has made out shifting cases about himself. In the written statement it is nowhere stated by him that he ever worked under any contractor, rather his definite case is that he was working under the present management and was a permanent employee but his services were terminated without any notice. In para 5 of his written statement it is stated by him that he was appointed as a general mazdoor in Mithapur Colliery about a year and a half prior to the take over of the colliery and after take over his services were taken by the management along with other employees of the colliery. Ext. W-2 is the first letter dated 12-6-1979 written by the workman to the A.L.C. raising the dispute. This is the earliest petition of the workman by which he raised the dispute. In this petition he has clearly mentioned that he has been working in Mithapur Colliery for a long period commencing from 10-8-74 and that he had also worked at Nageswar Satgram Colliery under the same management for another few months. Thus he claims to be under the employment of the present management from 10-8-74. It is a non-coking coal mine and the management of this mine was taken over by the Central Government from 31-1-1973 while it was nationalised with effect from 31-5-1973. Thus according to the aforesaid document the workman do not claim to have worked prior to the take over of the management in January, 1973.

8. It will also appear that either in the dispute raised before the A.L.C. or in the written statement filed before this Court the concerned workman never contended that he ever worked under any contractor. In evidence, however, the concerned workman has stated that he was working in Mithapur Colliery since one and half years prior to nationalisation and that he worked under a contractor named Sri A.R. Khan and that the workers of the said contractor were regularised after nationalisation. Thus in evidence the concerned workman has come with a case that prior to

nationalisation he was working under a contractor and that the contractors' workers were regularised later on. In that case the proper course for the workman was to raise a dispute for his regularisation as a contractor's worker. But it was not done and his main case was that as he was a permanent workman of the present management and as his services were terminated he should be reinstated. WW-2 claims to have worked as a Munshi of the contractor prior to the nationalisation and he has stated that the concerned workman worked during those period under the contractor. Thus the concerned workman before this Court, has come with a different plea.

9. As against this it is the definite case of the management that the concerned workman was never their employee. Their case is that one Sri A. R. Khan was the contractor prior to take over and certain workman were working under him and those workers who were employed in a permanent nature of job were regularised by the present management after nationalisation vide office order Ext. M-1 dated 22-10-74.

10. The management has also filed Ext.-M-8 which is a pay sheet for the period from 11-10-79 to 19-10-79 and it is in respect of Sri A. R. Khan, contractor. The name of the concerned workman appears in last serial number of this pay sheet and it shows that the concerned workman worked under the said contractor from 11-10-79 to 19-10-79. This pay sheet bears the thumb impression of the concerned workman and this thumb impression is admitted by him in his cross-examination. He has also admitted that payment was made to him under the contractor.

11. The concerned workman has also stated in his written statement that he was a member of Coal Mines Provident Fund but no such paper has been filed and the management's case is that the concerned workman was never a member of Coal Mines Provident Fund. It is also stated by the concerned workman that he was working underground. Under rules the attendance of underground workers are entered in attendance register Form 'C'. The management has filed Ext. M-5 series which are Form C registers and it shows that the name of the concerned workman is not mentioned therein. Besides the above document the management has also filed Ext. M-2 series wage sheets, Ext. M-3 bonus register, Ext. M-4 series Form B registers and Exts. M-6 and M-7 series wage registers of casual workers and hari workers to show that the name of the concerned workman nowhere appear in any of these registers. These documents have also been supported by oral testimony of the management witnesses. MW-1 was Manager of Mithapur Colliery from 1-9-1973 to 30-11-1974. He has stated that at the time of nationalisation lot of people tried to get employment in Mithapur colliery and some contractor workers were taken over on the roll of the management vide Ext. M-1. He has further stated that the concerned workman was never in employment of Mithapur Colliery at any time and so the question of terminating his services does not arise at all. MW-2 is Shri A. G. Khan who was working as a Munshi and Supervisor under the contractor Sri A. R. Khan. He has stated that after nationalisation he was regularised by the present management and that the concerned workman worked for a few days only under the said contractor for which he was paid his wages by the contractor vide Ext. M-8. MW-3 is the Cashier and he has stated that the concerned workman never worked in this colliery.

12. Further though the concerned workman alleged that he was a regular employee and that his services were terminated with effect from October'74, but it is strange that for the first time he raised the present dispute by his letter Ext. W-2 in June, 1979. There is no bit of paper to show that after October'74 and before June'79 the concerned workman ever made any representation before the present management nor raised any dispute. It is no doubt true that no limitation is prescribed for raising an industrial dispute but this long delay on the part of the workman goes adverse against him. If he would have been really a regular employee of the management and he would have been stopped work in October, 1974, it does not look natural that he would have kept quiet for about five years and do not make any representation nor raise any dispute. The long absence goes against the case of the concerned workman. Further all the documents of the management as also the oral evidence adduced on their behalf clearly indicate that the concerned workman was never an employee under the present

management and in the circumstances there is no relationship of employer and employee between the concerned workman and the management and hence the question of granting any relief to the concerned workman does not arise at all.

13. The only other document filed on behalf of the workman is a letter by way of appeal before the A.L.C. which is dated 26-10-79 and it is not relevant for the purpose of this case.

14. Considering the evidence on the record and facts and circumstances of the case, I hold that there was no relationship of employer and employee between the management and the concerned workman and as such the question of terminating his service does not arise at all and the concerned workman is not entitled to any relief.

15. The award is given accordingly.

J. N. SINGH, Presiding Officer

[No. L-19012 (34)/80-D.IV(B)]

**S.O. 2097.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Central Mine Planning and Design Institute Limited, Regional Institute-I Westend, G. T. Road, Asansol-713301 and their workmen, which was received by the Central Government on the 20th April, 1983.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD**

Reference No. 24/81

**PARTIES :**

Employers in relation to the management of Central Mine Planning and Design Institute Ltd., Regional Institute—Westend, G. T. Road, Asansol-713301.

**AND**

Their Workmen.

**APPEARANCES :**

For the Employers—Shri R. S. Murthy, Advocate.

For the Workmen—Shri B. S. Azad, General Secretary of the Union.

**INDUSTRY :** Coal

**STATE :** West Bengal

Dated, the 13th April, 1983

**AWARD**

The Government of India in the Ministry of Labour in exercise of the powers conferred by them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(52)/80-D.IV(B) dated the 23rd May, 1981.

**SCHEDULE**

"Whether the action of the management of Drilling Camps of Central Mine Planning and Design Institute Ltd., Regional Institute No. 1, Asansol, Dist. Burdwan in not regularising the workmen mentioned in annexure in the categories shown against their names from the dates shown therein, is justified? if not, to what relief the workmen concerned are entitled?"

**ANNEXURE**

| Sl. No. | Name of the workers            | Nature of job performed since when |          |
|---------|--------------------------------|------------------------------------|----------|
| 1.      | Sri Samir Ranjan Das           | LDC/Typist (Geology)               | 31-3-79  |
| 2.      | Sri A. Chatterjee              | Drill Sahayak                      | 12-3-79  |
| 3.      | Sri Subhas Bouri               | Drill Sahayak                      | 12-3-79  |
| 4.      | Sri Sunesh Bouri               | -do-                               | 27-2-79  |
| 5.      | Sri S.N. Banerjee              | -do-                               | 14-2-79  |
| 6.      | Sri G.D. Mandal                | -do-                               | 14-2-79  |
| 7.      | Sri Bechan Rajbhar             | -do-                               | 14-2-79  |
| 8.      | Shri Fate Bahrdur Singh        | -do-                               | 5-3-79   |
| 9.      | Sri Jeevan Rajak               | -do-                               | 14-7-79  |
| 10.     | Sri Tqubal Khau                | -do-                               | 14-7-79  |
| 11.     | Sri Barid Paul                 | Survey Mazdoor                     | 14-2-79  |
| 12.     | Sri Biswanath Bhara            | -do-                               | 14-2-79  |
| 13.     | Sri Fatie Maji                 | -do-                               | 14-2-79  |
| 14.     | Sri Bodi Bouri                 | W/Carrier                          | 4-4-79   |
| 15.     | Sri Modan Mohan Paul           | -do-                               | 14-4-79  |
| 16.     | Shri Jagdish Das               | -do-                               | 25-4-79  |
| 17.     | Sri Omprakash Mistry Carpenter | W/Carrier                          | 22-1-79  |
| 18.     | Sri Manik Bouri                | Watchman                           | 28-2-79  |
| 19.     | Sri Abu Hussain                | -do-                               | 5-3-79   |
| 20.     | Sri Sadri Rajbhar              | -do-                               | 14-2-79  |
| 21.     | Sri Mritunjoy Jha              | -do-                               | 30-3-79  |
| 22.     | Sri Dilip Maji                 | -do-                               | 14-2-79  |
| 23.     | Sri Lalmuni Pandey             | -do-                               | 14-2-79  |
| 24.     | Sri Manik Maji                 | -do-                               | 14-2-79  |
| 25.     | Shri Ragbrunath Bhunder        | -do-                               | 14-2-79  |
| 26.     | Sri J. Yadav                   | -do-                               | 13-7-79  |
| 27.     | Sri Krishna Bahadur            | -do-                               | 12-3-79  |
| 28.     | Sri Debabrata Dutta            | LDC/Typist                         | 23-9-79  |
| 29.     | Sri B.M. Mukherjee             | Drill Sahyak                       | 9-8-79   |
| 30.     | Sri Bijoy Paswan               | Waschnan                           | 31-10-79 |
| 31.     | Sri Kalo Bouri                 | W/Carrier                          | 16-3-79  |
| 32.     | Sri Pabitra Banerjee           | Corepacker                         | 30-11-79 |

2. The management in their written statement have agreed to regularise the workmen concerned with effect from the dates mentioned against their names in the terms of Reference. They have, however, changed the designation of some of the concerned workmen but they have been given the grade as demanded by them. It is stated in their written statement that the management after scrutinising and examining the cases of these workers have agreed to regularise them with effect from the dates mentioned against each of them respectively. It is further stated that the workmen referred to against Sl. Nos. 1 and 28 who have been shown as LDC/Typist will be regularised in Clerical Grade II with the designation of L.D.C. subject to the condition that their further promotion to the post of U.D.C. will be considered according to promotion rules of the management.

3. It is further stated that the workers at Sl. No. 2 to 10 and 29 who have been shown as Drill Sahayak in the terms of Reference will be regularised in Category II (daily rattd) with the designation of Drill Helper which is the standard designation laid down by the management for this post. It is, however, stated that Sl. No. 10 is Egbal Khan and not Egbal Khan while Sl. No. 8 is Fate Bahadur Singh and Sl. No. 29 is Biswa Nath Mukherjee but their names have been incorrectly mentioned in the terms of Reference.

4. The workers referred in Sl. No. 18 to 27 and 30 will be regularised with the designation of Security Guard instead of Watchman as the pay scale of Watchman is also the same. Similarly it is stated that the workers at Sl. No. 11 to 13 are actually discharging the duties of Water Carrier and so they will be regularised as General Mazdoor in Category I and those at Sl. No. 14 to 17 and 31 will also be categorised in Category I as general mazdoor in N.C.W.A.-II pay scale. It is also stated that Sl. No. 32 will be regularised as Corepacker in Category II (daily rated).

5. Thus in their written statement the management has agreed to the demand of the union for regularising the concerned workmen from the dates referred to in the terms of Reference with giving them the same category and it was submitted by the learned Advocate for the management that the union has now got no dispute and the award be passed accordingly.

6. On behalf of the workmen, however, a written statement was filed long after and in the written statement the union claimed that most of these workmen were working since 1975 and so they should be regularised from that date. Further it was claimed that the watchman is doing the duty of watchman during night and so they should be given grade 'G' and not grade 'H' as mentioned in the written

statement of the management. But from the terms of Reference it will appear that these workmen have been described as Watchman and not as Night Guard and so the contention of the union that they should be put in Grade G does not hold good. Further this Court cannot go beyond the terms of reference and cannot give an award for regularising these workmen from the dates prior to the dates mentioned against their names.

7. Sri B. S. Azad, General Secretary of the union at the time of hearing of the case however agreed that as per written statement of the management an award may be passed though initially they claimed regularisation from the dates prior to the dates mentioned in the terms of Reference.

8. In view of the above agreement of the union the workmen concerned are entitled to be regularised from the dates mentioned against their names in the terms of Reference and their designation will be as indicated in the written statement of the management.

9. The award is given accordingly.

J. N. SINGH, Presiding Officer  
[No. L-19012(52)/80-D.IV(B)]  
S. S. PRASHER, Desk Officer

